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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 3, 1861.

CURRENT TOPICS.

We are not in the habit of making any boastful parade of the eulogies, which, from time to time, have fallen from the Bench, as to the character and value of the reports contained in the *Weekly Reporter*. So many expressions of approval, not only of the speed with which cases are reported there, but also of their accuracy, have been heard, both from the Bench and at the Bar, that these reports are now received with favour in all the Common Law and Equity Courts of this country, and also of our various colonies. Last week, this journal contained, under the heading of "Foreign Tribunals," a report of an important criminal appeal which was argued by Mr. Chisholm Anstey before the Supreme Court of Bombay, and it will be seen there that the argument proceeded mainly upon cases cited from our publication, and that the Chief Justice referred for an authority to one of our volumes, in a manner which showed that he held it in high regard, and was in the habit of reading the cases reported in it. In the present number of the *Weekly Reporter*, the Master of the Rolls, referring to the report of a case recently decided by him, and which appeared some months ago in the columns of the *Weekly Reporter*, was pleased to express himself as follows:—"I have been referred to a case of *Lewis* v. *Duncombe*, reported in the 9th volume of the *Weekly Reporter*, 446, and which I have found, in common with other cases which have come under my observation, very accurately reported in the *Weekly Reporter*." We think it due to the gentleman to whom we are indebted for the reports of cases in his Honour's Court, to mention the high commendation which he has thus received from the learned judge presiding there. From the establishment of the *Weekly Reporter*, its aim has been to produce not only speedy but reliable reports, and so to supersede on the one hand the dilatory and very expensive publications of the official reporters, and on the other, the almost equally slow and most unsatisfactory productions of the legal journals—which were too frequently little else than uncorrected prints of the transcripts of the short-hand writers' notes. The very large circulation and judicial sanction which our reports have received, combine to give the profession the best testimony of the extent of our success; and the manner in which they are accepted by judges of the superior courts is the best authority that a country practitioner need desire in citing them before local tribunals.

The Bankruptcy and Insolvency Bill, minus the excrescence of a Chief Judge and New Appeal Court, has at length got through all its difficulties, and in a few days will be part of our statute book. We shall, with as little delay as possible, bring out an edition of the new statute, for which we have already engaged the services of a competent editor, who is now employed upon the work. We shall also publish an edition of the several Criminal Law Consolidation Acts. The object of the latter work will be not to encroach upon the proper province, or to appropriate the labours, of such authors as Roscoe and Archbold, but to make their existing works readily available for reference under the new Criminal Code. As the new Acts will in fact be little more than a mere consolidation of existing enactments, our edition will of course point out the sources from which the new statutes have been derived. Where any alterations have been made they will be noted and their effect shown; and all the important recent cases will be cited under the heads to which they properly belong. We have been fortunate in obtaining for this arduous and important undertaking the services of three members of the Bar, whose names will be a sufficient guarantee for the character of the proposed work, of which we shall give a more detailed account as soon as the editors have made a little more progress in it.

Before another week elapses all our courts will have risen for the long vacation, and we shall of necessity be very soon deprived of the opportunity of offering any comments upon their decisions in recent cases. We intend, however, to offer our readers by way of supplement to our series of papers upon the recent decisions of the courts of common law and equity, a commentary upon some of the more important judgments of the House of Lords, during the session which is now drawing to a close. Questions of law solemnly argued before that supreme tribunal, and expressly settled by it, have something like the force of Parliamentary enactment, and definitely decide what the law is until it is altered by Act of Parliament, or until the House of Lords itself declares the law to be otherwise, if, indeed, it has power to do so—a point which our readers are aware remains after much mooting not free from doubt.

The number of important cases which have been decided by the House of Lords during the present session is not very great; but a few of them are of considerable practical interest, and these we shall discuss at some length in this series.

The most important judgment of the House of Lords during this session was in the case of *Bristowe* v. *Whitmore*, 9 W. R. 621. The question there was whether the master of a ship who while he was abroad entered into certain charter-parties with the Admiralty, for the conveyance to England of troops at a specified rate—he undertaking to supply provisions, &c.—was entitled as against the mortgagees to be recouped out of monies paid into court by the Admiralty the sums expended by him in furnishing provisions, &c., according to the charter-parties. In this case the decree of Vice-Chancellor Wood was overturned by Lord Chancellor Chelmsford, but re-established in the House of Lords; and the case itself is one of great importance as regarding the position and rights of captains or masters of ships, and the distinction between acts done by a master as agent for the owner of the vessel and acts done by the master in his capacity of master. Upon this topic we shall have some observations to offer.

Another important decision was in the case of *Thompson* v. *Webster* (9 W. R. 641). The case related to an alleged voluntary settlement, and raised the question whether it was void as against creditors, under the provisions of 13 Eliz. c. 5. The decision was that the Court must decide in each particular case whether, under all the circumstances, the intention of the settlor was to delay, hinder, or defraud his creditors.

Lord Braybrooke v. *The Attorney-General* (9 W. R. 601) affects the construction of a clause in the Succession Duty Act, and raises a discussion upon the technical force of the words "disposition" and "devolution" contained in the Act.

Hindmarsh v. *Charlton* (9 W. R. 521) was heard upon an appeal from the Probate Court, and is important in reference to the execution of wills and their attestation and the subscription of witnesses to them.

These cases, and one or two others, will form the subject of remark in our proposed commentary, which we shall commence forthwith.

The case of *Bardley* v. *Hodges*, which was decided in the Court of Queen's Bench on the 4th of June last, and reported 9 W. R. 693, is one of considerable

interest to persons connected with our colonies. The decision has already called forth the following observations from a Canadian law contemporary:—

It is not often that we find decisions of English courts of justice of especial interest to the colonies. When any such present themselves we endeavour to make them known through the pages of the *Upper Canada Law Journal*.

The decision of the English Court of Queen's Bench, in the case of Anderson, is the latest case of the kind to which we have hitherto found it necessary to refer.

One of less exciting interest, but not of less direct effect upon colonial interests, is *Bartley* v. *Hodges* (9 W. R. 693). In it the Court held that a discharge to an insolvent or bankrupt, under a colonial statute, is not binding upon his English creditors not resident or domiciled in the colony.

The proposition, though startling, is not without some show of reason to support it. It is not, however, for us at present to argue the reasonableness or unreasonableness of the decision, but to announce the fact of the decision.

When we consider that colonial merchants are in general more or less indebted to English houses, the importance of the decision cannot be over-rated. The effect of it may be to render necessary an imperial bankruptcy or insolvency law.

The aim of every good system of bankruptcy or insolvency is to relieve the honest debtor from *all* his past liabilities. No colonial act can, according to the decision mentioned, have that effect as against English creditors resident and domiciled out of Canada.

It is well that this point of law has been at the present time determined. There is among us a strong desire for some effective system of bankruptcy and insolvency law; and the question at once arises, whether, under existing circumstances, we should be content with one enacted by our own Legislature merely.

In connexion with the case reported we may mention that it has, we believe, been held in our Court of Chancery that a bankruptcy vesting order, granted by a subordinate judicial officer in Scotland, under an imperial statute, is effectual in Canada, so as to pass real estate, &c., situate in Canada, to an assignee appointed by such officer.

This state of the law is really vexatious. It is unjust that a sheriff or sheriff's deputy in Scotland, or any foreign dominion, should have power materially to affect the interests of a great body of creditors in this colony in a matter where they are not consulted, and where it would be next to impossible to tender advice or offer opposition if deemed necessary, upon notice of the intended proceedings.

In *Bartley* v. *Hodges*, the question arose upon a bill of exchange which was accepted by the defendant in England previously to his going out to Victoria. He there submitted to the statute of that colony which was passed for the relief of insolvent debtors, according to which it appears a sequestration by the Colonial Court carries all the insolvent's property in whatever country situate; and it was, therefore, argued that his creditors, wherever they might be resident, or wherever the debts might have been contracted, would be bound by the certificate of the Colonial Court. There have been some decisions of our courts that where the discharge of a bankrupt or insolvent has taken place under colonial law, it has bound the creditors in this country; but in these cases, as was pointed out by Mr. Justice Wightman in *Bartley* v. *Hodges*, the law giving the discharge was in fact the enactment of the imperial legislature; and not that of the legislature of a colony. There has been no such decision under any Act passed by a Colonial Parliament; and the question now arises, whether the consent of the English Parliament ought not to be obtained for all such colonial statutes as those relating to bankruptcy, and enactments of a similar kind, to which it is desirable to give effect throughout the empire.

The claims of the poor Military Knights of Windsor have at length received some attention from the Legislature. The hardship of their case induced the House of Commons to agree to an address to the Crown, which resulted in the filing of an *ex officio* information by the Attorney-General against the Dean and Canons of Windsor. Upon the hearing of the case, Sir J. Romilly, M.R., held that the whole of the improved rents of the foundation, amounting now to £14,000 a year, belonged to the Dean and Canons, whilst the Poor Knights were entitled to receive out of the fund only the sums fixed by the original grant. This decision was affirmed by the House of Lords in June last year; see *The Attorney-General* v. *The Dean and Canons of Windsor*, 8 W.R. 477. To remedy in some degree the practical injustice caused by this state of the law, a Bill now before Parliament provides that the proceeds of one of the eight suspended canonries are henceforth to be received by the dean and chapter and applied by them for the benefit of the knights as the Crown shall direct. An attempt was made by the Earl of Chichester on the part of the Ecclesiastical Commissioners, when the Bill was in committee in the House of Lords, on Thursday, to have the costs of the Dean and Chapter in the litigation paid out of some State fund, but the suggestion was opposed by the Lord Chancellor, and negatived.

THE DOMICIL BILLS.

The Law of Domicil has sustained two assaults of no ordinary force in the present session of Parliament. The enormous expense and protracted litigation which the difficulty of ascertaining, first, the fact of domicil, and, secondly, the law applicable to such a place, as illustrated by *Lord* v. *Colvin*, 7 W. R. 251, and *Bremer* v. *Freeman*, *ante*, p. 467, has imperatively demanded that a legislative effort should be made to lighten the inconveniences attendant upon British subjects who make their wills abroad. The Foreign Law Ascertainment Act has been intended to render the proof of foreign laws and customs more easy, certain, and cheap than it is at present, and to remove one of the difficulties inherent in the present Law of Domicil. The object of Lord Kingsdown's Bill, of which we gave a detailed account, *ante*, p. 467, and which is now in committee in the Commons, after having been passed by the Lords, is to supersede the necessity of a resort to the Law of Domicil in very many cases. The merits and defects of this Bill we shall endeavour to recapitulate briefly. It assimilates the English Law of Domicil and the code of continental Europe, in allowing the *lex loci*, as well as the *lex domicilii*, to govern the forms of the execution of wills, so that a conformity to either of such codes will render a will valid; and this is the present international law of Europe; and it is still further indulgent to testators in suffering them to execute their wills abroad, according to the laws of England or of Scotland. That Bill, however, is defective, inasmuch as it applies only to the forms of execution, and not to the interpretation of wills, and has no respect to cases of intestacy. These are left, as hitherto, to the operation of the Law of Domicil. An objection has been urged with copious, but inconclusive arguments in the *Saturday Review* of June 28, against this Bill, on the ground that it involves a breach of the comity of nations. We showed, however, *ante*, p. 467, that the Law of Domicil, so far as it has any specific operation of its own, involves a sacrifice of territorial law to private right and convenience, assuming, as it does, that testators are more likely to be acquainted with the laws of their domicil than with the laws of any particular country where they may happen for the moment to sojourn, or to have had commercial transactions or debts due to them. Conventions are often necessary for states, as regards public international law; but, except as regards legacy or other fiscal duties, questions relating to domicil seldom admit of grounds for international jealousy. The Lord Chancellor's Bill, however, which is now before Parliament, proceeds on the assumption that conventions with foreign states are necessary to alter the international Law of Domicil. It takes up the question where Lord Kingsdown's Bill left it, and endeavours to secure a definition of domicil

that may be resorted to in all cases of the intestacy of British subjects resident abroad.

The first section of Lord Westbury's Bill provides that no British subject who shall die in a foreign country is to be deemed to have acquired a domicil in such country unless he shall have had a permanent residence there for one year immediately preceding his or her decease, and shall also have deposited in a public office in such foreign country a declaration in writing of his or her intention to become domiciled in such foreign country; otherwise, he or she is to "be deemed for all purposes of testate or intestate succession as to moveables, to retain the domicil he or she possessed at the time of his or her going to reside in such foreign country." This and the subsequent provisions, however, are not to have any operation, except as regards those States with which her Majesty shall have entered into a convention for these purposes. The result of the convention is to be declared by an order in council, which is also to specify the office in the foreign country in which the declaration as to domicil is to be lodged.—The Attorney-General stated in the debate on this Bill, that the phrase "permanent residence for one year" was commented upon as involving a solecism. Although we profess to be merely juridical, and not linguistic, critics, and have no desire to usurp the province of quarterly reviewers, yet, we must say that the phrase is in our opinion hardly exceptionable. The second section is the converse of the first, and provides that no subject of a foreign State with which a convention of the nature before-mentioned shall have been entered into, who dies in the United Kingdom, shall be deemed to have acquired a British or Irish domicil unless he shall have been a resident in the British Isles for one year previously, and have lodged a declaration such as is described in the first section. The third section exempts from the operation of the Act foreigners who have obtained letters of naturalization in any part of her Majesty's dominions. The obtaining of such letters appears to be regarded in this Bill as tantamount to the acquisition of a British domicil. The domicil of these persons may, however, if the Bill become law, be as uncertain as ever. Like droits of admiralty expense may be incurred in the ascertainment of their position, whether it be above the high or low water mark of that ever-fluctuating state of facts of which the Law of Domicil takes cognizance. The last section of the Bill directs that, after a convention has been concluded and an order in council issued, such as are described in the first section, if the subject of any foreign State which shall have been party to such convention, shall die within her Majesty's dominions, and there shall be no person present at the time of such death who shall be rightfully entitled to administer to the estate of such deceased person, the consuls of such foreign States may obtain "administration of the effects of such deceased person, limited in such manner and for such time as to such Court shall seem fit." This limitation appears to us to be altogether unnecessary; and, moreover, to prohibit the Court of Probate from giving the consuls any but a limited administration even of the effects left by such deceased person within British dominions, although such evidently could not have been the intention of the framer of the Bill. We may illustrate our meaning by the Act regarding illusory appointments. It was intended to render such appointments valid when made; but it did more; it renders them necessary to be made, notwithstanding that the interests allotted by them may be of the most trivial value. It may, of course, be contended in behalf of this section that it is merely a disclaimer of a foreign jurisdiction in our courts, which are thus empowered to give administration of the effects of deceased persons to the consuls of foreign states. But such a disclaimer is wholly unnecessary; and as the words of the Bill must receive some meaning and force, they appear to us to authorise only a limited administration of the effects left by deceased foreigners within her Majesty's dominions. The passage, also, as to there being "no person present at the time of such death who shall be rightfully entitled to administer" sounds strangely as a specimen of legislative draftsmanship. We agree, therefore, with Mr. Rolt that the Bill is ill-drawn, though we cannot consider it as useless as he does.

Lord Kingsdown's and Lord Westbury's Bills are intimately connected in meaning, as the preceding account shows. The object of both Bills is to remove the difficulties that are at present attendant upon all questions of domicile. Lord Kingsdown's Bill renders a will independent of the domicile of the testator, and, moreover, confers other boons upon British subjects making their wills abroad. That measure is, therefore, most valuable. If a testator is in all cases deemed by the law as *inops consilii*; a testator who is making his will in a distant or a foreign land is *à fortiori* entitled to consideration. We have already commented so fully upon this Bill that we need add nothing more here. Although connected in principle with the Lord Chancellor's Bill, it need not be laid aside, if the latter be rejected. The object of Lord Westbury's Bill is to facilitate the proof of domicile in all administration cases in which such proof shall become necessary, that is, in all cases of the intestacy of persons who may be alleged to have had a foreign domicil. The former Bill excludes the Law of Domicil altogether as the standard for the execution of wills. Lord Westbury, on the other hand, intends to render the hitherto complicated law easy of proof, whenever it must be taken into consideration, as in cases of intestacy. Both Bills, therefore, cover the whole domain of successions to persons dying abroad, the former as to testacy, the latter as to intestacy. The latter Bill makes even a greater change in the Law of Domicil than the former. Lord Kingsdown's Bill does not affect the course of the devolution of property; Lord Westbury's Bill does. By altering the Law of Domicil as to the distribution of the estates of intestates, it may often disappoint the intention of such persons. Lord Kingsdown's Bill is based upon the true principles of testamentary law; it never can defeat the intention of a testator, and the only objection of weight that has been urged against it is, that it gives testators too much latitude—a view that appears to us to be wholly untenable. The objections brought against it by the *Saturday Review*, on the ground that it does not sufficiently respect the law of nations, having been already answered by us need not be repeated with the answers here. The Lord Chancellor's Bill, however, appears to attribute some force to such objections, and is, indeed, sufficiently secured against them.

The chief defect in Lord Westbury's Bill is the complicated machinery of conventions, upon a resort to which the operation of the Bill is made to depend. The Foreign Law Ascertainment Act, upon which we commented *ante*, p. 521, authorises a resort to conventions; but it has grounds for such adjuncts, which the present Bill has not. That statute is virtually retroactive in its operation. If, for instance, a case, such as *Bremer* v. *Freeman*, should occur hereafter, the convention could be entered into, and the case remitted to the foreign court for advice almost simultaneously. But, unless a convention should have been entered into with the foreign State in which a British subject shall die to whom the succession is disputed, prior to his death, it cannot be entered into afterwards, so as to affect the law applicable to such a case. Are conventions, then, to be entered into prospectively with every State on the face of the globe? Indeed, we may ask, what probability is there that any, or, at all events, that many such conventions will ever be made? Another objection to the Bill is, that persons sojourning abroad who would be so attentive to the question of their domicil, would be more likely to make or re-publish their wills, than lodge the declaration specified in this Bill, and so they would

come within the provisions of Lord Kingsdown's Bill. If, however, they should, with nomadic *insouciance*, which is not unlikely, omit to lodge the declaration, they would continue to be under the operation of the law of domicil. Besides presuming the concurrence of foreign powers and the observance of the prescribed formality, the Lord Chancellor's Bill may, if it become law, avoid wills that would be good at present. Its restrictive operation in this respect, however, will, if it together with Lord Kingsdown's Bill become law, be confined to wills which do not comply with the requirements either of the *lex loci* or of the law of England or of Scotland. If a testator be so completely heedless, legislation will do him but little service. Viewed as a matter of fact, and apart from possible, but very unlikely, contingencies, a will made by a British subject abroad, if ordinary care has been bestowed upon it, is sure to conform either to the requirements of the law of England or Scotland, or of the *lex loci*, as the wills of such are usually drawn either by the testators themselves or by practitioners of the locality where they are executed. Such wills are rendered secure by Lord Kingsdown's Bill, and, therefore, will remain valid, even though they receive no benefit from Lord Westbury's. Although the two Bills relate to the same subject matter, they are distinct, and nowise dependant on each other for an effective operation. The Lord Chancellor's Bill, although it certainly grapples with the whole Law of Domicil, is so cumbrous in its mechanism of conventions, as not likely to become law this session. We should, however, willingly see it enacted, after its phraseology shall have been somewhat amended. Together with Lord Kingsdown's Bill, it will afford ample protection to the successors of British testators and intestates who shall have been resident abroad. But Lord Kingsdown's Bill is certainly the measure of paramount importance. It will confer an additional value on the Bill of the Lord Chancellor if it shall become law, and even if it be rejected this session, it is to be hoped that at all events Lord Kingsdown's measure may even yet be carried.

The Courts, Appointments, Promotions, Vacancies, &c.

COURT OF CHANCERY.

(Before the Lord Chancellor.)

July 25.—The Registrars' Office.—Mr. *Bevir* applied to his lordship on behalf of several firms of solicitors under the following circumstances:—The applicants had deposited at the office of the registrars various orders, to which the proper stamps were attached, but a junior clerk in the registrar's office had removed the stamps for the purpose of disposing of them for his own private use. Upon application at the office, the solicitors had been refused permission to take away the orders until fresh stamps had been affixed. The applicants asked that the loss occasioned by the defaulting clerk might be borne by the fee fund.

The Lord Chancellor said the proper course would be to direct an enquiry to be made into the circumstances of the case, and as the solicitors were not to blame in the matter, he should hold them harmless, if he possessed the power and could satisfy himself out of what fund to order the loss to be paid.

Inquiry directed accordingly.

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

July 27.—Business of the Court.—The Court rose to-day for the vacation. The following summary will show the amount of business which has been transacted since the last vacation. From the sitting of the Court at the beginning of the last Michaelmas Term until its rising to-day, the Judge-Ordinary has dissolved 164 marriages, has pronounced ten decrees of judicial separation, and two declarations of nullity, and has dismissed 28 petitions. He has thus tried and determined 201 divorce suits; 59 probate causes and two legitimacy declaration causes have been disposed of within the same period. One of the former, *Talbot* v. *Traherne*, occupied 11, and one of the latter, Miss Shedden's case, occupied 14 days. These figures do not, of course, include the numerous interlocutory applications which are heard every Wednesday.

At the beginning of Trinity Term the divorce list contained 153 causes, of which the Court has disposed of 78 sitting alone, and of 33 with the assistance of juries. Several of the others have been postponed or withdrawn by the parties, and the actual arrears are therefore not above 30, and about 40 new cases have been set down for trial next term.

The Act of last session, giving the Judge Ordinary power to try cases over which the full Court alone had jurisdiction before it was passed, has thus, it will be seen, already cleared off almost all the arrears; and the fact that in some of the cases lately decided, the petitions were not filed until December, 1860, shows that it has also removed all ground of complaint on account of delay in the trial of causes after they are ready for hearing.

SUMMER ASSIZES.

HOME CIRCUIT.—Maidstone.

July 24.—The commission was opened in this town to-day, by Mr. Justice Williams, and Mr. Justice Blackburn. There were twenty-seven causes entered for trial, none of which were special jury cases.

Croydon.

July 31.—The commission for the county of Surrey was opened in this town to-day. There were eighty causes entered for trial, thirteen of which were special jury cases.

MIDLAND CIRCUIT.—Warwick.

July 30.—The Lord Chief Baron opened the commission here to-day. There were fourteen causes entered for trial, and only three marked for special juries.

NORTHERN CIRCUIT.—Durham.

July 24.—Mr. Baron Wilde opened the commission in this city to-day. There were sixteen causes entered for trial, six being marked for special juries.

Newcastle.

July 29.—Mr Baron Martin and Mr. Baron Wilde opened the commission in this town to-day. Six causes were entered for trial.

NORFOLK CIRCUIT.—Norwich.

July 24.—Mr. Justice Wightman opened the commission in this city to-day. There were only eight causes entered for trial.

Ipswich.

July 30.—Mr. Justice Wightman opened the commission here to-day. Only one special and three common jury causes were entered for trial.

OXFORD CIRCUIT.—Shrewsbury.

July 27.—Mr. Justice Hill and Mr. Justice Keating opened the commission in this town to-day. Only eight causes were entered for trial.

Hereford.

July 31.—Mr. Justice Hill and Mr. Justice Keating opened the commission here this day. The cause list contained an entry of seven causes.

SOUTH WALES.—Brecon.

July 29.—Mr. Justice Crompton opened the commission here to-day. There were five causes entered for trial, one being marked for a special jury.

WESTERN CIRCUIT.—Exeter.

July 25.—Mr. Justice Byles opened the commission in this city to-day. There were 18 causes set down for trial, 10 of which were marked for special juries.

Henry Pering Pellew Crease, Esq., barrister, of the Middle Temple, has been appointed Attorney-General of British Columbia.

Thomas Colborne, Esq., Newport, Monmouthshire, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women in and for the county of Monmouth.

Robert Manning Davy, Esq., Fordingbridge, Hants, has been

appointed a perpetual commissioner for taking the acknowledgments of deeds by married women in and for the county of Hants, also in and for the county of Wilts.

Samuel Searley Long, Esq., of Portsea, Hants, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women in and for the county of Hants.

Charles Whitehall Davies Watson, Esq., of Stourport, Worcester, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women in and for the county of Worcester.

John Williams, Esq., of Denbigh, has been appointed a commissioner to administer oaths in the High Court of Chancery in England.

Robert Edward Williams, Esq., of Rhyl, Flint, has been appointed a commissioner to administer oaths in the High Court of Chancery in England.

Henry Woodforde, Esq., of Clevedon, Somerset, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women in and for the county of Somerset.

Parliament and Legislation.

HOUSE OF LORDS.

Friday, July 26.

BANKRUPTCY AND INSOLVENCY BILL.

The LORD CHANCELLOR, on rising to address the House on this Bill, contrasted the public discussion which the Bill had received in the House of Commons with the private consideration given it by the Select Committee of the House of Lords. He then adverted to the inconsistent conduct of the Conservatives in the Lower House, who supported the measure, with that of the Conservative party in the House of Lords, who had pursued an opposite course of action, and begged that the decision to be pronounced on that Bill might be founded, not on party motives, but on the intrinsic merits or demerits of the measure. He denied that the appointment of a chief judge could be termed "a job," but declared himself solely responsible for such a job, if job it were. He then briefly showed the defects of the present system, explained what changes were necessary, and defended the means by which such changes were proposed to be made. The appointment of a chief judge would remedy the present confusion of administrative and judicial duties, by introducing an officer to superintend the administrative part of the business, and at the same time to exercise a jurisdiction partly appellate and partly original. By such an appointment, also, justice would be rendered more quickly and more cheaply, and the bandying of suitors from one court to another would be avoided. To render, however, these reforms complete and the Court of Bankruptcy self-sufficient, he contended that the Court should be one of appeal, and pointed out the fallaciousness of the arguments that the number of appeals in bankruptcy being comparatively few, therefore, no judge of appeal was necessary. Certificates, as tests of character, would be made of some value if a judge were appointed, as they would be distinguished by a uniformity of decision. In conclusion, he objected to the appeals in bankruptcy being referred to the Lords Justices of Appeal, as those functionaries had quite as much as they could do without being saddled with additional burdens, and he begged their lordships to agree with the House of Commons in their rejection of their lordships' amendments.

Lord CRANWORTH said he did not object to the series of abstract propositions stated by the Lord Chancellor, but would have preferred to have heard it proved that the officer proposed to be appointed was necessary. His lordship then explained the mode of proceeding in bankruptcy, and contended that the present commissioners were in every way qualified to act as judges, and protested against the appointment of an unnecessary judge for the purpose of hearing appeals. The Bill was almost silent as to the jurisdiction of the chief judge, and dwelt far too much in generalities and not enough in particulars. He believed the appointment of a chief judge was not necessary, and was therefore objectionable.

Lord CHELMSFORD replied to the insinuations of the Lord Chancellor against the "Select Committee," and vindicated the decisions of that committee as frank and entirely removed from party motives, and stated his opinion that the appointment of a chief judge was unnecessary, as the duties which he would have to do were efficiently performed by those to whom they were now entrusted. He refuted the assertion that the Lords Justices of Appeal were overburdened with work by quoting the number of appeal cases heard by the Lords Justices, and denied that the proposed changes would be less expensive than the system now in use, for he believed that they would tend to increased cost by augmenting the number of appeals. His lordship then showed that the original jurisdiction which the Bill pretended to confer on the chief judge was nothing but a pretence for making an appointment, and he therefore hoped the House would adhere to its amendments, and spare the public the expense of a most unnecessary appointment.

Lord WENSLEYDALE agreed with the opinions expressed by Lords Cranworth and Chelmsford.

The LORD CHANCELLOR having replied to the objections of Lords Cranworth and Chelmsford,

The House divided on the question that this House do insist on its amendments as far as relates to the office, power, and duties of the chief judge, when the numbers were:—

Contents	80
Not-contents	46
Majority	—34

Their lordships' amendment was therefore adhered to.

A discussion then ensued as to whether their lordships should insist upon their amendment with respect to the creditors' assignees. On the question being put the "Not-contents" were declared to have it; so that the Commons' amendment on this point was agreed to. After further discussion the other amendments of the Commons were agreed to, and a committee was appointed to prepare a statement of the reasons why their lordships had insisted on their own amendments.

COPYRIGHT DESIGNS BILL.

This Bill passed through committee.

CROWN SUITS LIMITATIONS BILL.

This Bill also passed through committee.

Monday, July 29.

SALMON FISHERIES BILL.

The amendments in this Bill were reported and agreed to.

Tuesday, July 30.

ACCESSORIES AND ABETTORS BILL.
CRIMINAL STATUTES REPEAL BILL.
LARCENY BILL.
MALICIOUS INJURY TO PROPERTY BILL.
FORGERY BILL.
COINAGE OFFENCES BILL.
OFFENCES AGAINST THE PERSON BILL

These Bills were severally read a second time.

CRIMINAL PROCEEDINGS OATH BILL.

This Bill was read a third time and passed.

SALMON FISHERIES BILL.

This Bill was read a third time and passed.

Thursday, August 1.

CRIMINAL RELIEF OATHS BILL.

The royal assent was given to this Bill.

CONSOLIDATION OF THE STATUTES.

The Accessories and Abettors, Criminal Statutes Repeal, Larceny, &c., Malicious Injuries to Property, Forgery, Coinage Offences, and Offences against the Person Bills, severally passed through committee, and were reported, without amendments, to the House.

WINDSOR SUSPENDED CANONRIES BILL.

The House went into committee on this Bill.

The Earl of CHICHESTER said the Bill would accomplish two very desirable objects,—it would increase the inadequate stipends of the Military Knights of Windsor, and augment two livings in the town of Windsor. With regard to the first object, the claim of the knights was resisted by the Dean and Chapter, and the decision of the Master of the Rolls in favour of the Dean and Chapter, was, on appeal, confirmed by their lordships. Several thousand pounds had been expended by the Dean and Chapter in costs, and he thought some provision ought to be inserted in the Bill by which they might be reimbursed that outlay.

Lord KINGSDOWN said that although on the question of law

the Dean and Chapter of Windsor were right, there never was a case of greater hardship than that of the Military Knights of Windsor.

The Lord Chancellor said that to provide for the costs of the Dean and Chapter would be to override the decision of the Master of the Rolls and of their Lordships' House.

The Bill was reported without amendments.

Friday, August 2.

Consolidation of the Statute Laws.

The Lord Chancellor laid on the table a Bill for further consolidating the statute laws. He did not do so with the idea of proceeding with the measure this session, but merely that it might be read a first time, in order to receive the consideration of their lordships previous to the next meeting of Parliament. The bill dealt with the Acts from the earliest dates, and continued down to those passed in the reign of Edward III.; in short, it dealt with all the Acts mentioned in the first folio volume published by the Record Commission. The effect of the Bill would be to reduce the volume to about one-fifth of its present size.

The Bill was read a first time.

HOUSE OF COMMONS.

Friday, July 26.

Courts of Justice Building (Money) Bill.

The order of the day for proceeding with this Bill was discharged. This Bill, therefore, will not be further proceeded with this session.

Monday, July 29.

Law of Domicile.

Wills of Personalty of British Subjects Abroad Bill.

The Attorney-General, in moving that the House go into committee on the Wills and Domicile of British Subjects Abroad Bill, said, the few observations he had to make on this Bill he would extend to the next order (Wills of Personalty Bill) as the measures had a good deal in common. Having stated the object of the first Bill, he said that the Bill which stood next on the paper to the measure before the House, and which had come down from the Lords (the Wills and Personalty of British Subjects Abroad Bill) had for its object to put an end to the law that the validity of the will should depend on the law of the domicile of the testator. If, however, the first Bill should pass, it would very much mitigate the evil that might result from the doubt and difficulty of defining what constituted domicile, because there would then be an authoritative declaration of domicile ratified by convention with foreign Governments. The Bill from the Lords would, he thought, introduce mischief and danger greater than that which it was intended to remedy. He then proceeded to shew the probable effect of that Bill, and suggested to the hon. and learned gentleman who had charge of the Bill (Sir F. Kelly) that as the Bill now before the House was admitted on all hands to make an advantageous change in the law, and as it facilitated future legislation, the hon. and learned gentleman should consent to postpone to another session the Wills and Personalty of British Subjects Abroad Bill. He then moved that the House go into committee on the Bill.

Sir F. Kelly said that the Bill which his learned friend asked him to withdraw had been proposed in the other House by Lord Kingsdown; referred there to a select committee, by whom it was subjected to a searching consideration; was in the end unanimously approved, and passed the House of Lords with the entire approbation of the ministers in that House. He then stated the grievances arising from the present state of the law. The Bill proposed by the Attorney-General was a measure enacting that a treaty or convention should be entered into between this country and other nations providing that no one should acquire a domicile in a foreign country except by a residence for one year immediately before his death, and by the registration of his intention in some public office. The object of the Bill which had been introduced by Lord Kingsdown was, on the other hand, plain and clear. It proposed to make wills valid which were framed according to the laws of England or of Scotland, in accordance with the law of the country in which they were made, or in conformity with the law of the country in which the testator had his domicile. So far, however, as the Bill of the late Attorney-General was concerned, he ventured to contend that its advantages, if it were found to confer any, would be contingent. He should not, however, object to going into committee upon it if the House were disposed to do so.

Sir G. Bowyer strongly objected to the Attorney-General's Bill, which he said was not founded upon any principle that could be understood by any legal mind. He moved to defer the committee for three months.

The Solicitor-General observed that there was nothing in either of the Bills which conflicted with the other, and pointed out the advantages that would result from passing the Attorney-General's Bill, if foreign nations would co-operate with us, and there was no reason, he said, to doubt that they would do so. The passing of the other Bill would leave untouched many of the evils under the existing state of the law.

Objections were urged by Mr. Rolt, Mr. Malins, and Sir H. Cairns, to the Bill immediately before the House, and after a short reply by the Attorney-General, the amendment was withdrawn, the House went into committee upon the Bill, and afterwards upon the Lords' Bill, both of which passed the committee.

Prosecutions Expenses Bill.

On the order of the day for resuming the adjourned debate on the second reading of this Bill,

Sir G. C. Lewis said he had brought in this Bill to satisfy some of the northern counties. As, however, it did not appear to have given satisfaction, he should best discharge his duty by withdrawing it.

The order of the day was then discharged and the Bill withdrawn.

Tuesday, July 30.

Statute Law Revision Bill.

This Bill passed through committee.

Wednesday, July 31.

Indictable Offences (Metropolitan District) Bill.

This Bill was withdrawn.

Lunacy Regulation Bill.

Colonel French moved that this Bill should be read that day three months.

Mr. Bovill seconded the motion.

The House was cleared for a division, but no member of the Government having spoken in opposition to the motion when the question was put a second time, it was carried, and the further progress of the Bill arrested.

Bankruptcy and Insolvency Bill.

The Attorney-General moved the consideration of the Lords' reasons for insisting on certain of their amendments to this Bill, to which the Commons had disagreed.

The clerk at the table then read the reasons as follows:—

"The lords insist upon such parts of their amendments in the preamble to clause 1, and in clauses 2, 3, 4, 13, 14, 18, 22, 23, 33, 37, 39, 43, 52, 55, 56, 57, 59, 60, 61, 63, 67, 68, 71, 74, 75, 76, 77, 78, 83, 99, 111, 112, 129, 142, 164, 169, 178, 202, 212, 213, 230, 243, and 246, and in the schedule of repealed parts of statutes, as relate to the subject of a Chief Judge in Bankruptcy and matters consequential thereon, and also to clause (A) added by their lordships to the Bill, and which have been disagreed to by the Commons, for the following reasons:—Because they consider the appointment of a chief judge as the head of the Court of Bankruptcy in London to be unnecessary; the original jurisdiction which it is proposed to confer does not, in their opinion, require a judge of high attainments and authority, but would be equally well exercised by the London Commissioners, and the creation of a new judge to be the judge of appeals seems not to be called for by any necessity, because the appeals in bankruptcy at present occupy the time of the lords justices acting as the Court of Appeal for only a few days in each year, and there is no reason to expect that the passing of the Bill will occasion such an increase in the appeal business as to prevent its being satisfactorily disposed of by the same appellate tribunal; because the proposal to confer original jurisdiction on the chief judge is not at all calculated to secure consistency in the administration of the bankrupt law, inasmuch as this jurisdiction would be confined to the metropolitan district, and no provision would be made by it for securing uniformity of decision among the commissioners of the district courts and the county court judges sitting in bankruptcy, and if this consistency in the administration of the bankrupt law is to be obtained by means of a central and controlling authority, it is unnecessary to create a new judge of appeals for the purpose, as the object is already secured by the existing Court of Appeal; because if it is a principal object of the Bill gradually to supersede the commissioners by means of the establishment of the Chief Judge, so great a change in the present system ought not to take place in

this manner, but should be made only by the express authority of Parliament. With the preceding exceptions, the Lords do not insist upon any of their amendments to the said Bill to which the Commons disagree, and agree to the amendments made by the Commons to their lordships' amendments and also to the original Bill."

The ATTORNEY-GENERAL moved that the House do not insist in their disagreement to the amendments made by the Lords. They were well aware, and the reasons just read made it very apparent, that the amendments to this Bill as it originally passed the House, and on which the other House of Parliament insisted, were those which related to the appointment, duties, and salary of the Chief Judge in Bankruptcy. If the House were to persist in the view they had taken when the Bill was last before them, the consequence would naturally be that the Bill would be lost; and, under those circumstances, it had become the duty of the Government to consider what course they should advise the House to pursue; and, although her Majesty's Government retained the opinion expressed by its members in the discussions on the various stages of the Bill in favour of the appointment of the Chief Judge, for the reasons adopted by that House and tranamitted to the other House of Parliament, and although they still considered that the provisions of the Bill were greatly impaired, and its chances of working well at the outset were very much diminished indeed by the omission of that portion relating to the Chief Judge, they considered that even without that part of the Bill there was an amount of good in it which was capable of working, although defectively, which ought to induce the Government to take the Bill mutilated and shorn, as he admitted it to be, rather than not have the measure at all. Under these circumstances the Government had come to the conclusion to advise the House—of course it was for the House to consider whether they should adopt that advice—not to insist further in their disagreement to the amendments made by the Lords, but practically to accept the Bill as amended by the other House. He should, however, have to propose certain verbal amendments, to which he was sure no objection would be made, which were rendered necessary for the purpose of enabling those by whom the general orders were to be made to make them in proper time, in the absence of the Lords Justices. He now begged to move that the House do not insist in their disagreement with the amendments made by the Lords.

The motion was then agreed to.

Recent Decisions.

COMMON LAW.

COSTS IN FRIVOLOUS ACTIONS—3 & 4 VICT. C. 24, S. 2; 23 & 24 VICT. C. 126, S. 34.

Saunders v. *Kirwan*, C. P., 9 W. R. 706.

The point raised in this case was as to the proper manner of framing a certificate under the Common Law Procedure Act of last year (s. 34), which shall have the effect of giving the plaintiff the costs of an action for a wrong from the defendant, although the sum recovered by the verdict therein is under £5. This provision was passed for the further discouragement of frivolous actions. The previous Act on the subject (3 & 4 Vict. c. 24, s. 2), which does not appear to have been repealed by the provision just mentioned, applies only to cases where the amount recovered by the verdict is under forty shillings, and for that and other reasons was considered to be insufficient for the desired object. In the former Act the burthen of obtaining a certificate is thrown by the Legislature on the plaintiff—*i. e.* if notwithstanding the smallness of the amount recovered by the verdict he seeks for costs, he must procure from the judge a certificate to the effect that the action was brought to try a right besides the mere right to recover the damages sought, or was brought in respect of a wilful and malicious trespass or grievance. Such a certificate is, of course, framed affirmatively; but in the statute just passed the certificate is in the negative — that is, it is required to state three several things, 1, that the action was not brought to try a right; 2, that the trespass or grievance was not wilful and malicious; and 3, that the action was not fit to be brought. And this form is rendered necessary by another change made in the later Act, namely, to throw the onus of obtaining a certificate (where one is sought under its provisions) on the defendant instead of the plaintiff—for as the law now stands a plaintiff who recovers above 40*s.* and under £5 will be entitled to his costs, if the defendant fails to apply for and obtain a certificate (always supposing the question as to whether the action ought to have been brought in the county court not to arise under the circumstances of the case) to the effect above-mentioned. The present case, however, shows that provided one of the three things negatived in the certificate, be the *malice* of the defendant, the very words of the Act need not be so closely followed as to render it essential also to negative the existence of *wilfulness*. That is to say, if the judge will certify that the trespass or grievance sued for was not malicious, it will be sufficient to deprive the plaintiff of his costs, although it does not further proceed to state that neither was it wilful.

CRIMINAL LAW.

FORM OF CASE STATED UNDER 11 & 12 VICT. C. 78.

Reg. v. *Sleep*, C. C. R., 9 W. R. 709.

This is an instructive case for those who are concerned with cases stated for the consideration of the Court for Crown Cases Reserved. This is a tribunal for the solution of doubtful questions of criminal law, which was provided for the first time by 11 & 12 Vict. c. 78; an Act which enables any court of oyer and terminer, or gaol delivery, or any court of quarter sessions, (whether for the county or for a borough) upon the conviction of any person before them, to reserve any question of law which shall have arisen at the trial for the consideration of the justices of either bench and the barons of the exchequer; and to respite the execution of or postpone the judgment on such conviction until such question shall have been considered and decided. The Act further proceeds to direct that in such emergencies *a case* shall be stated and signed by the Court before which the trial was held, setting forth the question or questions of law reserved, with the special circumstances upon which the same shall have arisen. No more definite instructions for the preparation of the case than these are given in the Act itself; but this deficiency has been, to a certain extent, supplied by Rules of Court bearing date June 1, 1850,—by which it is, among other things, ordered that every case transmitted for the consideration of the Court "shall briefly state the question or questions of law reserved, and such facts only as raise the question or questions submitted."

Even, however, as so supplemented, the directions as to the framing of the case are sufficiently vague to leave a good deal to the discretion and ability of the respective judges by whom they are drawn up; and accordingly, considerable difference may be observed in them. Some bear the impress of the skilful and practised pens of our most eminent judges, while others disclose the uncertainty and want of arrangement which not unfrequently characterise the literary efforts of a bench of magistrates, even when under the superintendence of their chairman.

In the present instance the case was undoubtedly ill-drawn, but the fault appears to have arisen from the over-caution rather than the unskilfulness of the recorder by whom it was submitted—who has, indeed, the well-deserved reputation of being an able lawyer. But he appears, nevertheless, to have much excited the irritability of certain members of the court, and particularly to have drawn down upon himself the censure of the Chief Baron.

The prisoner was indicted for having *been found in possession* of naval stores, and evidence was given of his having consigned to a carrier for conveyance elsewhere a cask of metal, some of which was marked with the broad arrow; and no evidence on his side was tendered to account for such being in his possession; but, on the other hand, no direct evidence was given on the part of the Crown to show that the prisoner was aware that any portion of the metal in the cask bore the mark of the broad arrow. After setting forth the above facts the case proceeded to state that these questions were severally put by the Court to the jury—1. Whether the prisoner was found in possession of copper marked with the broad arrow, to which they replied "Yes." 2. Whether the prisoner knew that the copper or any part of it was marked, to which they replied, "We have not sufficient evidence before us to show that he knew it;" and 3, Whether the prisoner had reasonable means of knowing that it was so marked, to which they answered "He had." *Upon this finding* (proceeded the case) *a verdict of guilty was recorded.*

To the case so stated, the court of appeal raised several objections. In the first place they observed that according to the evidence the copper was not in the possession of the prisoner at all, but of the carrier; but that question was not reserved, and the question put by the recorder to the jury was, indeed, inconsistent with the fact. In the next place they re-

marked that as the case was framed it appeared that the jury had expressly negatived the fact that the prisoner knew of the metal being marked; and (notwithstanding certain cases which were pressed upon them) the Court held that where the *mens rea* was expressly disproved, no criminal offence could be committed. On the other hand, the Court held that on the above evidence there was ample ground for the jury to have come to the conclusion that the prisoner was aware of the metal while in his possession having been marked; and that the proper course for the recorder to have adopted would have been to have told the jury that if they found so and so was the case they ought to find the man guilty; and in case they should have so found should then have asked the court of appeal whether in point of law his direction was right. But instead of this the jury were instructed to find a species of special verdict and not a verdict of "guilty;" upon which alone the court of error could act by way of affirmance. "Every case," added the Court, "ought to contain a distinct statement that by the verdict of the jury the man has been found guilty, and should then reserve for us the point of law which may have arisen."

Correspondence.

MORTGAGES.—DAYS FOR PAYMENT OF INTEREST.

Perhaps some of your numerous correspondents will favour me with their opinions upon the following suggestion.

It has frequently occurred to me that it would be a great practical convenience if, instead of the present practice of inserting for the day of redemption in mortgage deeds a day six months from the date of the deed, the 1st of January or 1st of July were always inserted, with a covenant for future payment of interest on those days in case of default.

Is there any practical or theoretical objection to this departure from long and universal custom?

Where parties have several sums lent on mortgage it is inconvenient that their incomes should be received at several different and not particularly accustomed periods; or where trustees have various sums to collect and pay over; or a solicitor has a number of clients for whom he receives the interest on various mortgages, the collection would be much facilitated if all, like rent, dividends, &c., were paid on some day usually adopted, and therefore easily remembered, on both sides.

The only inconvenience on the other hand which occurs to me would be that, of course, the first payment of interest would have to be rather more or less than the usual half-yearly interest, according as the period of redemption was made to fall. But this would be a trifling matter of arrangement, and not a recurring inconvenience. A SOLICITOR.

July 30.

RECENT DECISIONS.

In the last number of the *Solicitors' Journal*, page 669, under the head of "Recent Decisions," some remarks are made on the case of *Heslop* v. *Metcalfe*, reported in 3 My. & Cr. 183, in confirmation of the ground of that decision, which was that the solicitor had discharged the client. I have not the report of that case by me at the time of writing this, but I have a most clear recollection that the solicitor in that case actually arrested his client for the amount of his bill of costs, and that that fact was adduced in evidence on the motion before Lord Cottenham. My contention was that the arrest was tantamount to a discharge, and so the Court held. W. H. GREEN.

[This letter amounts to this—that the effect of *Heslop* v. *Metcalfe* is correctly stated in the passage referred to by Mr. Green.—ED. *S. J.*]

The Provinces.

TAMWORTH.—At a meeting of the Council of Tamworth, on the 1st instant, Mr. Thomas Argyle, solicitor, of that borough, was unanimously elected to the office of town clerk, rendered vacant by the resignation of Francis Willington, Esq., who had held the appointment for upwards of a quarter of a century. The thanks of the council were cordially voted to Mr. Willington, for his long and able performance of the duties of the office.

Review.

A Letter to the Right Hon. the Viscount Palmerston, on his Bills for the Disintegration of the Statute Law. By GEORGE COODE. Second Edition. London: Ridgway; Sweet.

This pamphlet has made its appearance most opportunely. The Bills, to which it refers, have passed the third reading in the Upper House, and have received a certain degree of commendation from the *Times*. The article, however, in which the rapid action of the Commons has been praised by our contemporary, expresses thankfulness rather for the title than for the substance of these Bills. The *Times* has remarked that consolidations must be taken upon trust, and that Tribonian, probably, was never interrogated as to the details of his compilation under Justinian. The author of this pamphlet, however, alleges that these Bills are not entitled to be regarded as consolidations of the criminal law except in name. In order to prove the soundness of his criticism, he first states fairly the conditions to which every process of consolidation should conform. We consider his observations on this head to be entitled to unqualified praise; but we think that the Bills which he so severely censures conform in very many respects, though not entirely, to the canons upon which he bases his criticism.

The writer lays down, as the first rule to which every consolidation of the statute law should conform, that those portions of it which are at present dispersed throughout the statute book, "should be collected together and arranged in such a way that the parts that have most connection in meaning and effect should be most closely brought together; so that they shall throw mutual light each one on the other;" and that every subject should be thus wholly comprised in a single enactment. This is a description of consolidation from which, we think, few will dissent. He again, in a logical way, defines consolidation to be "a placing together of all those parts of any subject which make up the whole of that particular subject." The author then contrasts with this description and definition of consolidation the principles which the Bills now before Parliament profess to realize. He considers that these Bills are the very reverse of what a true consolidation should be; instead of associating the *disjecta membra*, the Bills, as he alleges, still further dissever them, and so are entitled by him "Bills for the disintegration of the Statute Law." The principle of them, according to his view, is, "that of picking out the similar or identical parts from all different subjects, and stringing all those similar parts together in one Bill." We do not think that the Bills now before the Upper House, after having passed their ordeal in the Commons, are open to this sweeping objection. These Bills are six in number, and relate, respectively, to offences against the person, malicious injuries to property, larceny, forgery, coining, and to accessories and abettors. There is no confusion in the boundaries of these subjects, but each in its integrity is disposed of by a single Bill. The penalty, indeed, for assaulting a clergyman while exercising his functions, to use the example put by Mr. Coode, and that imposed on any other offence, viz. libel, may be enacted in the very same terms; and the first, we admit, has its proper place in ecclesiastical law, while the other should be connected with those legislative provisions which regulate the necessary license of discussion. To classify together these and other dissimilar cases, would doubtless be to effect a nominal consolidation only. A child, as the author puts it, could sort the hands of hundreds of watches, but this process would afford no insight into their mechanism. Neither, we may add, could it even assist the memory, the only utility which any such proceeding could be alleged to subserve. "*Ordo juvat memoriam*," says Lord Bacon; and, certainly, the practitioner is more likely to remember the details of a particular penalty, and the procedure necessary to enforce it, when he remembers it in connection with the other branches of the subject to which it relates, than as an abstract number in a statute containing perhaps a thousand similar insipidly monotonous provisions. The author observes, "that there is no consolidation possible by the aggregation of similar parts." This proposition follows necessarily from the preceding maxims stated by him. He adds, however, an observation which pushes his theory too far, or, rather, which is not warranted by it. He considers that no consolidation of the criminal law is possible. This is a statement which we would never have expected to find in this pamphlet, the principles of which are sufficiently sound, sensible, and philosophic. But we agree with him to this extent, that an isolated collection of all

penal provisions, unconnected with definitions of the offences to which they are attached, would be an unnecessary and unwarranted attempt at consolidation. Rights, wrongs, and remedies, in their criminal aspect, however, admit of as ready a consolidation as any other branch of law. It is true that remedies are partly preventive and partly remedial. But there is an essential distinction between both classes; since the former relate exclusively to disputed rights to property. The executive and police are, indeed, preventive remedies as regards personal injuries. But, if we are to make a classification of heads of law upon such abstract, or rather transcendental principles, all laws *ipso facto* are preventive. We regret, therefore, that Mr. Coode committed himself to the statement that a consolidation of the criminal law is impossible. We think, on the contrary, that it is quite possible, and that he has himself enunciated with great clearness the principles upon which such a consolidation may be easily effected.

The writer observes that the Consolidation Bills now before Parliament are not simply useless, but that they are likewise obstructive, as regards the consolidation of the remaining fragments of the statutes dismembered by them. This remark is of the utmost importance. If the principle upon which these Bills proceed be unsound, and we certainly should wish to see them more logical than they are, they must, if passed into law, be wholly ignored in any subsequent scheme of consolidation that will adopt a different system; or else legislators will encounter difficulties similar to those experienced by bad reasoners, who arrange the subjects of their thesis in illogical cross divisions. The Bills criticised by Mr. Coode, notwithstanding their ambitious comprehensiveness, wholly omit the provisions of the law regulating penalties in their imposition and enforcement. This omission of the part of Hamlet shows clearly the inaccuracy of result which is sure to attend all attempts to classify voluminous details without a close regard to their mutual logical relations. Some other of the eighty-three Consolidation Bills promised by Sir Fitzroy Kelly, who was one of the commission who prepared these Bills, may provide for this. A sound and logical, as distinct from a nominal, consolidation of every branch of law, is, without any doubt, possible enough; and criminal law is certainly a branch of jurisprudence sufficiently definite and succinct to admit of consolidation. Though differing thus from Mr. Coode we recommend his pamphlet to the attention of all who feel an interest in the subject of the reformation of our law. He states his data with great distinctness and with considerable felicity of illustration; and though we consider that he pushes his views to an extreme point as regards the question of the consolidation of the criminal law generally, yet we think that his essay discloses facts and arguments that go far to show that the Bills which he criticises are likely to disappoint the expectations of their authors. They do not, however, mix together heterogeneous subjects. Their purview is confined each to a single class of offences; but they are certainly deficient as regards definitions and completeness.

Births, Marriage, and Deaths.

BIRTHS.

CHANNEY—On July 29, in Dublin, the wife of William G. Channey, Esq., Barrister-at-Law, of a son, still-born.

LEWIS—On July 31, at Clifton, the wife of Lewis Fry, Esq., Solicitor, of a daughter.

HARGREAVE—On July 25, at Dublin, the wife of Judge Hargreave, of a daughter, still-born.

M'INTYRE—On July 24, the wife of Æneas John McIntyre, Esq., Barrister-at-Law, of a son.

RENDALL—On July 26, the wife of John Rendall, Esq., of the Inner Temple, Barrister-at-Law, of a son.

MARRIAGE.

SHARPE—DAVIS—On June 27, at Grenada, West Indies, Henry Sharpe, Esq., Provost Marshal, son of the Hon. Henry Edward Sharpe, Chief Justice of St. Vincent, to Frances Elizabeth, daughter of the Hon. William Darnell Davis, Chief Justice of Grenada.

DEATHS.

DALBY—On July 21, at West Bromwich, in the 6th year of his age, Francis, son of — Dalby, Esq., Solicitor.

GROVER—On July 30, John Thomas Grover, Esq., of Bedford-row, Solicitor, aged 56.

KENNY—On July 29, at Dalkey, George Kenny, Esq., Solicitor, aged 57.

PONCIA—On July 22, aged 6 months, Arthur Henry, son of T. F. Poncia, Esq., Solicitor, of Birmingham.

WILDE—On May 30, at St. Helena, Harriet, the wife of W. Wilde, Esq., Chief Justice of the colony.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

AUBER, JAMES, Gent., Union-street, Whitechapel, Rev. JOSEPH WALLIS, Stebon-terrace, Stepney, and SUSANNAH AUBER, Widow, Union-street, Whitechapel, £126 10*s.* 6*d.* Reduced Three per Cents.—Claimed by JAMES AUBER, the survivor.

COTTERELL, THOMAS, THOMAS SHARP, and THOMAS BEALE, Farmers, all of Ruscombe, Berks, £50 Consols.—Claimed by GEORGE BARKER, Esq., Stanlake-park, Ruscombe, Berks, and JOHN GARRAWAY, Farmer, Ruscombe, Berks, pursuant to an Order of the County Court of Berkshire, dated 12th September, 1860, in the matter of Lady Eyre's Charity in Ruscombe, &c.

LAYBURN, JOHN FISH, Gent., Watney-street, Commercial-road, £9,400 Consols.—Claimed by EDWARD DEWGUARD, the surviving executor.

LEWIS, JANE, Widow, Hartlebury, Worcestershire, £2,789 8*s.* 5*d.* Consols.—Claimed by the said JANE LEWIS.

MARTIN, ANN, Spinster, Tyson-street, Bethnal-green, £56 New Three per Cents., and £144 12*s.* 6*d.* Reduced Three per Cents. MARTIN, ANN, Widow, Tyson-street, Bethnal-green, £485 New Three per Cents.—Claimed by the Accountant-General of the Court of Chancery, the person named in the said order.

Next of Kin.

KEY, MARY, late of Hastings, in the county of Sussex, Spinster, who died on the 16th April, 1861.—Next of Kin to apply to the Solicitor to the Treasury, Whitehall, S.W.

Estates Gazette.

RECENT SALES.—SALE OF THE WROXHALL ABBEY ESTATE, WARWICKSHIRE.—This important property, comprising the very interesting old abbey, with the mansion and nearly 2,000 acres of land, was submitted to public competition on Thursday last by Messrs. Chinnock and Galsworthy, and, as is usual with estates of this magnitude, the sale excited considerable interest, and attracted a large attendance of gentlemen from the midland counties and elsewhere. The first offer made was £80,000; the biddings soon reached £90,000, and finally £93,000, at which price the hammer fell, and the property was declared sold. The fortunate possessor of the estate is now James Dugdale, Esq., of Hart-hill, Manchester, and it is gratifying to find the new owner is of an old Warwickshire family, whose name has long been associated with the abbey of Wroxhall through the celebrated work on Warwickshire, &c., known as "Dugdale's Monasticon," which gives a minute historical description of this venerable abbey; from which it appears that the priory of Wroxhall was founded by Hugh de Hatton, in the reign of Stephen, about 1142. Henry VIII., in 1544, granted the abbey and lands to Robert Burgoyne, in whose family it remained until 1713, when it passed to Sir Christopher Wren, whose imperishable fame will ever give an interest to the place, and whose descendants have been in possession up to the present time.

AT THE MART.

By Messrs. CHINNOCK & GALSWORTHY.

Freehold Estates, near Kingston, Surrey; comprising 163¼ acres, and known as Norbiton Park Farm.—Sold for £15,000, exclusive of timber.

Leasehold House and Shop, No. 152, Regent-street; let at £250; ground rent £93: 10: 0; term, 58 years.—Sold for £3,660.

Leasehold Private House, No. 2, Chester-place, Regent's-park; annual value, £95; ground rent, £35; term, 62 years.—Sold for £630.

Private House, known as Ivy Bank, Notting-hill; let at £45; held for 999 years, at a peppercorn.—Sold for £900.

A Plot of Freehold Building Ground, containing 1a. 1r. 27p., situate at Wimbledon.—Sold for £630.

A Plot of Freehold Building Ground, containing about 2a. 3r. 0p., at Wimbledon.—Sold for £1,900.

A Plot of Freehold Building Ground, containing 2a. 2r. 7p., at Wimbledon.—Sold for £1,460.

A Plot of Freehold Building Ground, containing one acre, at Wimbledon.—Sold for £400.

A Plot of Freehold Building Ground adjoining, and containing 1a. 0r. 20p.—Sold for £450.

A Corner Plot of Freehold Building Ground adjoining, and containing 0a. 3r. 28p.—Sold for £420.

A Plot of Freehold Building Ground, containing 1a. 0r. 34p.—Sold for £325.

A Plot of Freehold Building Ground, containing 1a. 2r. 2p., adjoining.—Sold for £450.

The Clump Plot, a Freehold Building site, containing 1a. 2r. 12p.—Sold for £960.

Freehold Building Plot, containing 1a. 2r. 24p., adjoining.—Sold for £560.

A Freehold Building Plot, having a frontage of 120ft. by 220ft. to the Avenue-road, Wimbledon.—Sold for £370.

A Plot of Freehold Land, situate in the interior of Wimbledon-park, containing 11a. 1r. 30p.—Sold for £3,707.

In each case the timber was taken at a valuation.

London Gazettes.

Windings-up of Joint Stock Companies.

TUESDAY, July 30, 1861.

LIMITED IN BANKRUPTCY.

CARDIFF AND CAERPHILLY IRON COMPANY (Limited).—Commissioner Fonblanque will sit on Aug. 20, at 1.30, at Basinghall-street, to make a dividend of the estate and effects of this company.

FRIDAY, Aug. 2, 1861.

UNLIMITED IN CHANCERY.

ELECTRIC TELEGRAPH COMPANY OF IRELAND.—The Master of the Rolls purposes on Aug. 9, at 1, to proceed to make a call on all the contributories of this company, settled on the list of contributories for fifteen shillings per share.

MEAKIN'S JOINT STOCK BREWERY COMPANY.—The Master of the Rolls has appointed Mr. Turquand, 16, Tokenhouse-yard, London, Accountant, Interim Manager of this company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, July 30, 1861.

DYSON, ELIZABETH, Spinster, Kendal, Westmoreland. Harrison & Son, Solicitors, Kendal. Sep. 1.

HOPWOOD, ALICE, Spinster, Highfield-within-Blackburn, Lancashire. L. & W. Wilkinson, Solicitors, 75, Ainsworth-street, Blackburn. Aug. 28.

HOWES, WILLIAM HENRY, Wine Broker, Anerley-road, Norwood, Surrey, and Mincing-lane, London. Wilson & Jeanneret, Solicitors, 11, New-inn, Strand, W.C. Aug. 31.

KINNEBROOK, WILLIAM, Gent., Norwich. William Aldis Kinnebrook, Executor, 36, Wyndham-street, Bryanston-square, London. Aug. 30.

OSBORNE, THOMAS, Engraver, 40, Thurloe-square, Brompton, and 15, Sherborne-lane, London. Elizabeth Osborne, Executrix, 15, Sherborne-lane, London. Sep. 12.

SQUIRE, ELIZABETH, Widow, 16, Bayham-terrace, Camden-town, Middlesex. S. Heath, jun., 10, Basinghall-street, E.C. Sep. 10.

TRIMBEY, JOHN, Publican, 14, Craven-buildings, Drury-lane, Middlesex, and late of the Duke's Head Public-house, Putney, Surrey, Licensed Victualler. Tanqueray, Willaume, & Hanbury, Solicitors, 34, New Broad-street, London. Aug. 31.

WARD, THOMAS FRANCIS, Gent., Spring Wood House, Burnley, Lancashire. Ward, Solicitor, Congleton, Cheshire. Aug. 31.

WOOD, THOMAS, Innkeeper, West Bromwich, Staffordshire. Best & Harton, Solicitors, Newhall-street, Birmingham, and Caddick, Solicitors, New-street, West. Bromwich Sep. 1.

FRIDAY, Aug 2, 1861.

BRAMLEY, ROWLAND, Auctioneer, Derby. Simpson & Taylor, Solicitors, Derby. Sep. 21.

DOWNHAM, JOSEPH, otherwise JOSEPH DOWNHAM HAYES, Farmer, Chrishall, Essex. Thurnall & Nash, Solicitors, Royston, Herts. Oct. 10.

GRAVES, HARRY MEGGS, a Major-General in Her Majesty's Indian Army, Gloucester. J. H. & H. R. Henderson, Solicitors, 31, Bloomsbury-square, London. Oct. 1.

MOORHOUSE, ELIJAH, Coachbuilder, Leeds. Bewley, Solicitor, 9, Park-row, Leeds. Sept. 16.

NORMAN, EDWARD, Licensed Victualler, formerly of the King's Arms, Windmill-street, Finsbury, Middlesex, afterwards of the Half Moon, Holloway, Middlesex, and late of Park-road, Holloway, Middlesex, Janson, Cobb, & Pearson, Solicitors, 4, Basinghall-street, London. Aug. 31.

PALEY, JOHN GREEN, Esq., Oatlands, near Harrogate, Yorkshire. Taylor, Jeffery, & Little, Solicitors, 5, Piccadilly, Bradford. Sept. 1.

PEACE, GEORGE JOSHUA, otherwise JOSHUA BARRY PEACE, Commercial Traveller, Bradford, Yorkshire. Taylor, Jeffery, & Little, Solicitors, 5, Piccadilly, Bradford. Sept. 1.

TERRY, WILLIAM, Gent., Dudley Hill, Bradford, Yorkshire. Taylor, Jeffery, & Little, Solicitors, 5, Piccadilly, Bradford. Sept. 1.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, July 30, 1861.

BEGBIE & Co., Rangoon, Burmah. Frith v. Gladstone, V.C. Wood. Dec. 2.

DAMPIER, EMMA, Widow, 44, Manchester-street, Manchester-square, Middlesex. Dampier v. Hussey, M. R. Nov. 4.

LACK, GEORGE, Brickmaker, Isleworth, Middlesex. Lack v. Lack, V.C. Kindersley. Nov. 2.

MACRAE, BEGBIE, & Co., Moulmein, East Indies. Frith v. Gladstone, V.C. Wood. Dec. 2.

SALTMARSH, WILLIAM, Gent., formerly of Coleman-street, London, but late of James-street, Old-street, Middlesex. Saltmarsh v. Barrett, M.R. Nov. 7.

VICKERY, GEORGE, Sheriff's Officer, Bristol. Lawrence v. Vickery, V.C. Stuart. Nov. 1.

WHAPLATE, THOMAS, Farmer, Scotterthorpe, Scotter, Lincolnshire. Whaplate v. Whaplate, V.C. Kindersley. Nov. 6.

FRIDAY, Aug. 2, 1861.

BINTLIFFE, JAMES, Shopkeeper, Trafalgar, near Halifax, Yorkshire, Spencer v. Bigg, V. C. Stuart. Nov. 2.

CUBITT, BENJAMIN, Lessingham, Norfolk. Nickels v. Wilkinson, V. C. Stuart. Nov. 2.

FRANKLYN, BETSY, Widow, Innkeeper, Fore-street, Devonport. Franklyn v. Franklyn, V. C. Stuart. Nov. 11.

HIGHAM, GEORGE, Gent., Brighouse, Yorkshire. Higham v. Higham, V. C. Stuart. Nov. 8.

NICKELS, JOHN CUBITT, Lessingham, Norfolk. Nickels v. Wilkinson, V. C. Stuart. Nov. 2.

RICHARDSON, ROBERT, Gent., Bishopwearmouth, Durham. Richardson v. Wright, V. C. Kindersley. Nov. 4.

SEWELL, WILLIAM, Farrier, formerly of Gough-square, London, but late of the London-road, Southwark, Surrey. Sewell v. Sewell, M. R. Oct. 29.

SHARMAN, JOHN, Gent., Norwich. Rushbrook v. Miller, V. C. Wood. Nov. 2.

SIMMONS, THOMAS, Smith, Basildon, Berkshire. Simmons v. Simmons, V. C. Stuart. Nov. 4.

SIMPSON, HENRY ADAMS, Ironmonger, 11, Lower Marsh, Lambeth, Surrey. Hawkes v. Phillips, V. C. Stuart. Nov. 2.

SPRUNT, JAMES, Gent., Devonshire-place, Old Kent-road, Surrey. Sprunt v. Sprunt, M. R. Nov. 4.

WALKER, JOHN, Innkeeper, Rochdale, Lancashire. Benson v. Walker, M. R. Oct. 30.

Assignments for Benefit of Creditors.

TUESDAY, July 30, 1861.

BROWN, JOHN, Draper, Taunton. *Sol.* Walter, Paul-street, Taunton. July 20.

DAVIES, HENRY, Rope Manufacturer, Tailor, and Dealer in Ready-made Clothes, Bull-ring, Ludlow. *Sols.* G. & R. Anderson, Ludlow. July 3.

ELPHER, HENRY, & MORITZ ORENSTEIN, Jewellers, 25, Jewry-street, Aldgate, London. *Sol.* Armstrong, 33, Old Jewry, London. July 23.

FLETCHER, ROBERT, Grocer, Devonport. *Sol.* W. Chapman, Devonport. July 22.

GRICE, JAMES, Farmer, Morley Hall, Barrow, Cheshire. *Sols.* Harrison & Ashton, Frodsham. July 15.

ODELL, SUSANNA, Widow, Saddler, Woburn, Bedfordshire. *Sol.* Wright, 6, New-inn, Strand, Middlesex. July 17.

PRINGLE, WILLIAM STANLEY, Ironmonger, 62, Goswell-road, Middlesex. *Sols.* Boulton & Sons, 21a, Northampton-square, Middlesex. July 22.

STAMPER, WILLIAM MASON, Chemist and Druggist, King-street, Ulverston, Lancashire. *Sol.* S. H. Jackson, Ulverston. July 10.

WALSH, JAMES, & JOHN HIGGINS, Tobacco Manufacturers, Bradford. *Sol.* Terry & Watson, Market-street, Bradford. July 12.

FRIDAY, Aug. 2, 1861.

BARROW, JAMES, Maltster, Abridge, Essex. July 10. *Sols.* Crosley & Burn, 34, Lombard-street.

FISH, THOMAS, & NICHOLAS FISH, Manufacturers, Farnworth, Lancaster. July 30. *Sol.* Needham, 3, York-street, Fountain-square, Manchester.

FOSTER, HENRY, Baker & Innkeeper, Bridgwater, Somerset. July 4. *Sols.* Carslake & Barham, Bridgwater.

HARDMAN, MARIA, Tailor & Woollen Draper, St. Mary's Gate, Manchester. July 29. *Sols.* Cooper & Sons, 44, Pall-mall, Manchester.

HOLT, PHILIP, Builder, Great Malvern, Worcester. July 29. *Sol.* Cawley, Great Malvern.

MOSES, HENRY, Picture Dealer, 7, St. Augustine's-parade, Bristol. July 11. *Sol.* Hippisley, 7, Nicholas-street, Bristol.

PATRICK, ALFRED, Leather Seller, Guildford, Surrey. July 11. *Sols.* Robinson, Nicholls, & Leatherdale, 14, Old Jewry Chambers.

SCRIVENER, GEORGE, Provision Dealer, Wigan, Lancashire. *Sol.* Marshall, 4, King-street, Wigan. July 22.

SLAUGHTER, CASY, Farmer, and Boarding House Keeper, Fawke House, Seal, Kent. *Sol.* G. Stenning, Tonbridge, Kent. July 13.

WILSON, THOMAS, Labourer and Innkeeper, Crook, Durham. *Sols.* Heppie & Proud, Bishop Auckland, Durham. July 4.

Bankrupts.

TUESDAY, July 30, 1861.

BACHE, THOMAS, Timber Dealer, Bridgnorth, Salop. *Com.* Sanders: Aug. 9, and Sep. 6, at 11; Birmingham. *Off. Ass.* Whitmore. *Sol.* Phillips, Shiffnall, or Hodgson & Co., Birmingham. *Pet.* July 27.

BANNISTER, THOMAS, Builder, Hereford. *Com.* Sanders: Aug. 12, and Sep. 2, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Bodenham & James, Hereford, or Hodgson & Allen, Birmingham. *Pet.* July 30.

CHAMBERLAIN, ABRAHAM, Butcher and Cattle Dealer, 245, High-street, Exeter, and of Stoke Canon, Devonshire. *Com.* Andrews: Aug. 9, and Sep. 11, at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* Floud, Exeter. *Pet.* July 27.

HUGHES, ARTHUR, Saddler, and Collar and Harness Maker, Walton-street, Aylesbury, and Ivinghoe, Buckinghamshire. *Com.* Fane: Aug. 10, at 11, and Sep. 13, at 1; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* Harrison & Lewis, 6, Old Jewry, or Shepherd, Luton. *Pet.* July 30.

SELMAN, JAMES, Tailor, 20, Upper Baker-street, Portman-square, Middlesex. *Com.* Fane: Aug. 9, at 11, and Sep. 13, at 11.30; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Lindus, 95, Bedford-row. *Pet.* July 26.

SHIPWAY, JAMES, & HENRY MANDER, Surveyors, Great Malvern, Worcestershire. *Com.* Sanders: Aug. 9, and Sep. 6, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Southall & Nelson, Birmingham. *Pet.* July 23.

SIVYER, HENRY, Grocer and Tea Dealer, 7 and 8, Woodall-place, Brixton-road, Surrey. *Com.* Fane: Aug. 10, and Sep. 13, at 12; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* Miller & Horn, 9, George-yard, Lombard-street. *Pet.* July 27.

WAGSTAFFE, THOMAS, Cattle Salesman, Manor Grange Farm, Sheffield. *Com.* West: Aug. 17, and Sep. 21, at 10; Sheffield. *Off. Ass.* Bruce. *Sols.* Chambers & Waterhouse, 14, Bank-street, Sheffield. *Pet.* July 31.

FRIDAY, Aug. 2, 1861.

ARMITAGE, JAMES, Cheesemonger & Butterman, 29, Richard-street, Woolwich, Kent. *Com.* Fane: Aug. 12, at 11.30; and Sept. 20, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Mote, 33, Bucklersbury. *Pet.* July 30.

BALDOCK, EDWARD CHARLES, Chemist & Druggist, 30, Aylesbury-street, Clerkenwell, Middlesex. *Com.* Fane: Aug. 12, at 11; and Sept. 20, at 1; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Kisch, 8, Lancaster-place, Strand. *Pet.* July 29.

EARNSHAW, JOHN, & GEORGE EARNSHAW, Dyers, Halifax, Yorkshire. *Com.* Ayrton: Aug. 19, and Sept. 16, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Wavell, Philbreck, & Foster, Halifax; or Bond & Barwick, Leeds. *Pet.* July 29.

FISHER, JOSEPH, Cheesemonger, 105, Lupus-street, & 90, Charlwood-street, Pimlico, Middlesex, and 27, Cheapside, London, Licensed Victualler. *Com.* Fane: Aug. 12, & Sept. 20, at 12.30; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Nicholson, 48, Lime-street. *Pet.* July 23.

HOLLINGSHEAD, EMMANUEL PARACLESUS, Tailor & Draper, Cheltenham, Gloucestershire. *Com.* Hill: Aug. 13, and Sep. 10, at 11; Bristol.

Off. Ass. Miller. *Sols.* Winterbotham, Bell, & Co., Cheltenham; Chesshyre, Cheltenham; or to Abbot, Lucas, & Leonard, Bristol. *Pet.* July 25.

JONES, EBENEZER PRICE, Hosier, 9, Crawley-street, Oakley-square, Saint Pancras, Middlesex. *Com.* Fane: Aug. 13, at 11, and Sep. 20, at 12; Basinghall-street. *Off. Ass.* Cannan. *Sols.* Lepard & Gammon, 9, Cloak-lane. *Pet.* July 24.

KERR, WILLIAM, Hosier & Haberdasher, 3, Southgate-street, Bath. *Com.* Aug. 13, and Sep. 9, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Smith, 1, Frederick's-place, Old Jewry, London; or Edwards & Nalder, Bristol. *Pet.* July 25.

LEVI, JOSEPH, General Dealer, 8, Finsbury Pavement, London. *Com.* Goulburn: Aug. 13, and Sep. 9, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Spyer & Son, 8, Broad-street-buildings, London. *Pet* Aug. 1.

MANTUA, JOSEPH, Jeweller, Cutler, and General Dealer, Market-place, Luton, Bedfordshire. *Com.* Fonblanque: Aug. 12, at 1, and Sept. 11, at 12; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Sismey, 4, Serjeant's-inn, Fleet-street, London, and Baily, Luton. *Pet.* Aug. 1.

SHUTTON, GEORGE, Rag Merchant, Batley, Yorkshire. *Com.* Ayrton: Aug. 20, and Sept. 10, at 11; Leeds. *Off. Ass.* Hope. *Sols.* G. A. & W. Ensley, Leeds. *Pet.* Aug. 1.

BANKRUPTCY ANNULLED.

FRIDAY, Aug. 26, 1861.

OATES, JOHN, & BROOKE OATES, Woollen Manufacturers, Dewsbury, Yorkshire. July 29.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, July 30, 1861.

ATCHD, JOHN, & CHARLES GREENSLADE, Timber and Slate Merchants, Bridgwater, Somersetshire. Aug. 26, at 11; Exeter.—BOWDITCH, GEORGE, Nurseryman and Seedsman, Taunton, Somersetshire. Aug. 26, at 11; Exeter.—BRIDGER, CHARLES, Builder, Haslemere, Surrey, and Liphook, Hants, Coal Merchant. Aug. 21, at 1.30; Basinghall-street.—BROAD, JAMES, Coach Ironmonger, 149, and 150, Drury-lane, Middlesex. Aug. 21, at 2; Basinghall-street.—FLOOD, THOMAS, Hardwareman and General Dealer, Honiton, Devonshire. Aug. 27, at 11; Exeter.—GODDARD, JAMES, Draper, Earl Soham, near Framlingham, Suffolk. Aug. 19, at 11.30; Basinghall-street.—GROSE, NICHOLAS MALE, Wine and Spirit Merchant, Wadebridge, Cornwall. Aug. 26, at 11; Exeter.—HANNAFORD, PETER ALLAN, Bookseller and Stationer, High-street, Exeter. Aug. 26, at 11; Exeter.—HARRIS, JOSIAH, Coal Merchant, High Week, Devonshire. Aug. 26, at 11; Exeter.—HARVEY, JOHN, Printer, Bookseller, and Stationer, Sidmouth, Devonshire. Aug. 26, at 11; Exeter.—HICKES, GEORGE, Cotton Manufacturer, Portwood, Stockport, Cheshire. Aug. 29, at 12; Manchester.—HOWE, CHARLES, Draper, Plymouth. Sep. 2, at 12.30; Plymouth.—JONES, JOHN, Draper, Wrexham, Denbighshire. Aug. 12, at 12.30; Liverpool.—KNOTT, JOHN, Draper, Maidstone, Kent. Aug. 20, at 12; Basinghall-street.—LANCEY, JOHN, Linen Draper, Barnstaple, Devonshire. Aug. 26, at 11; Exeter.—MACHIN, JESSE, & WILLIAM CATLING, Shipping and Commission Agent, 7, Skinner's-place, Size-lane, London. Aug. 20, at 12.30; Basinghall-street. Same time, separate estate of William Catling.—MURRELL, THOMAS ROBERT, Farmer, Hedenham, Norfolk. Aug. 21, at 11; Basinghall-street.—NICKOLL, JAMES, & ROBERT FRAZER NORTH, Tallow Brokers, 27, Bishopsgate-street Within, London (Nickoll & North). Aug. 21, at 1; Basinghall-street. Same time, separate estate of James Nickoll. Same time, separate estate of Robert Frazer North.—ORMOND, CHARLES, Buyer and Letter of Threshing Machines for Hire, and Corn Thresher, Hemington, Northamptonshire. Aug. 20, at 11; Basinghall-street.—PAYNTER, FRANCIS, Attorney and Money Scrivener, Penzance, Cornwall. Aug. 27, at 11; Exeter.—PEARSON, THOMAS, Merchant, Cann-house, Plympton-St. Mary, Devonshire. Sep. 2, at 12.30; Plymouth.—PETTER, EDWARD, & WILLIAM ARUNDEL OATEY, Ironfounders, Barnstaple, Devonshire. Aug. 27, at 11; Exeter. Same time, separate estate of Edward Petter.—POWNING, TRISTRAM, Grocer and Tea Dealer, Truro, Cornwall. Aug. 27, at 11; Exeter.—SHIPLEY, JOHN GEORGE, Saddler and Harness Maker, also joint Proprietor of the Sporting Life and Eclipse Newspapers, and Sole Proprietor of the Court Circular, 179 & 181, Regent-street, Middlesex. Aug. 21, at 2.30; Basinghall-street.—SMYTHER, GEORGE, Sheep and Cattle Dealer, Midhurst, Sussex. Aug. 21, at 12.30; Basinghall-street. TALBOT, HUGH, & HUGH POPHAM TALBOT, Druggists, Sidmouth, Devonshire. Aug. 27, at 11; Exeter.—THOMSON, JAMES, JOHN THOMSON, & SAMUEL WOODHOUSE, Manchester and Scotch Warehousemen, Birmingham. Sep. 6, at 11; Birmingham.

FRIDAY, Aug. 2, 1861.

ADDIS, HENRY, WILLIAM ONIONS, & EDMUND LLOYD, Vinegar Manufacturers, Island, Gloucester. (Addis, Onions, & Co.) Sept. 29, at 11; Bristol.—ANDREWS, EDWARD RICHARD, Cattle Dealer, Littleton-upon-Severn, Gloucester. Sept. 26, at 11; Bristol.—BEYNON, LEVI, Tailor & Draper, North-street, Bristol. Sept. 19, at 11; Bristol.—BUAN, DAVID LAING, Merchant, formerly of Kensington Palace-Gardens, now residing at 36, Saint James's-place, Middlesex, and St. Michael's-house, Cornhill, London. Aug. 26, at 12.30; Basinghall-street. COLE, JOSEPH WINDLE, Merchant, 6, Great Winchester-street, London. Aug. 26, at 11.30; Basinghall-street.—COLLIER, CHARLES, Cabinet Maker and Upholsterer, Swindon, Wilts. Sept. 19, at 11; Bristol.—GILBERT, JAMES, Ironfounder, St. Luke's, Middlesex. Aug. 26, at 1.30; Basinghall-street.—HEALE, WILLIAM, jun., Nursery and Seedsman, Potterne-road, St. James, Bishops Cannings, Wilts. Sept. 20, at 11; Bristol.—NICHOLSON, JOHN, Currier and Leather Dealer, Liverpool. Aug. 12, at 11; Liverpool.—NICKOLL, JAMES, and ROBERT FRAZER NORTH, Tallow Brokers, 27, Bishopsgate-street Within, London (Nickoll & North). Aug. 14, at 1.30; Basinghall-street.—PENROSE, GEORGE, Eagles Bush and Eskyn Collieries, near Neath, Glamorganshire, and of the Macsymarchog and Ynisarwed Collieries, Vale of Neath, Glamorganshire, Coal and Coke Merchant. Sept. 19, at 11; Bristol.—POWELL, CHARLES, and EDWARD COOKE, Mining Share Dealers, 8, Hercules-chambers, Old Broad-street, London. Aug. 26, at 11; Basinghall-street; separate estate of Charles Powell, separate estate of Edward Cooke, same time.—SMITH, JOHN PASSAM, Tea Dealer, 1, Coventry-street, Haymarket, Middlesex. Aug. 26, at 1; Basinghall-street.—STANDRING, ALEXANDER PETRIE, and CHARLES PETRIE STANDRING, Iron and Brass Founders, Rochdale. Sept. 3, at 12; Manchester.—SWAN, JOHN, Merchant, 150, Leadenhall-street, London. Aug. 26, at 12; Basinghall-street.

NORTH WALES, nearly opposite BARMOUTH.

Valuable and beautiful property called the Arthog Hill Estate.

TO BE SOLD by AUCTION, by Messrs. CHURTON, at the GORS-Y-GE-DOL ARMS HOTEL, in the County of Merioneth, on SATURDAY, the 24th day of AUGUST, 1861, at TWO o'Clock in the afternoon, the above desirable FREEHOLD ESTATE, containing 340a. 3r. 26p. of land, or thereabouts, in One Lot (including the several farms mentioned underneath), but if not so sold the estate will be offered in the following or such other lots as may be agreed on at the time of sale, and subject to conditions to be then produced.

Lot 1. The Arthog Hill Mansion, with the gardens, lodges, stables, coach-house, farm buildings, private chapel, quay woods, arable and pasture land, sheep walks, labourers' cottages, and appurtenances, and four farms, respectively called Buarth-will, Tyn-y-graig, Plas-y-Bugail, and Bwich-yr-pendre, with a water corn mill, containing together 250a. 0r. 21p. or thereabouts.

Lot 2. Two Farms called Creigennan and Llanwydd, with several closes of land and sheep walks, called Frydd-y-gyd and Frydd-y-chiw-las, held therewith, containing together 64a. 3r. 10p. or thereabouts.

Lot 3. Two small farms, called Pantre-yn-erw and Trawsdir, with the respective lands thereto, containing together 23a. 1r. 8p. or thereabouts.

Lot 4. An excellent and roomy messuage or dwelling-house, pleasantly situate, with coach house, stable, shippon, and walled garden, containing 3r. 4p.

The Mansion, built in the castellated style of architecture, stands on the side of a hill overlooking the estuary of the river Mawddach, two miles from Barmouth, and six from Dolgelly; commands a charming view of the finest scenery in the principality, and is approached by two beautiful drives from the Dolgelly and Towyn turnpike road, which intersects the estate. It has a good entrance hall, with entertaining rooms, suitable domestic offices, and eleven bed rooms. The gardens and grounds are tastefully arranged and planted, the land occupied with the mansion drained, and the cottages well tenanted. The woods are of fine ornamental larch and oak timber; and a trout stream bounds the property, forming a ravine and waterfalls, noted for their romantic beauty. The farms are well tenanted. A railway connected with the main lines will shortly be completed to Machynlleth, twenty miles distant. The Mid-Wales Railway is projected to come near the estate, and the Aberystwith and Welsh Coast line to pass through part of the land, with a station near thereto.

Lithographic plans, with particulars, may be had at the principal hotels in North Wales, fourteen days before the sale, and with further information, from Mr. FOWDEN, Solicitor, Altrincham, Cheshire; Mr. JOHN WORTHINGTON, Solicitor, Cheadle, near Manchester; Messrs. BOWER, SON, & COTTON, 46, Chancery-lane, London; or from Messrs. CHURTON, Auctioneers, Chester and Whitchurch.

HANTS, near PETERSFIELD.

MESSRS. BROOKS & BEAL are instructed to SELL, by Private Contract, a desirable FREEHOLD ESTATE; comprising a noble mansion, having three reception rooms, 10 bed rooms, all offices; double coach-house, six and three stall stables, and surrounded by pleasure grounds, garden, shrubberies, and an American garden of rhododendrons; a good kitchen garden walled in, and about 120 acres of prime meadow and other land.

For price, &c., apply to BROOKS & BEAL, Land Agents, 209, Piccadilly.

FIRST-CLASS INVESTMENT.—FREEHOLD DOMAIN, ADVOWSON, AND MANORS.

MESSRS. BROOKS & BEAL are instructed to SELL a splendid MANORIAL ESTATE and noble MANSION, seated in one of the best western counties. The whole estate comprises about 6,000 acres, with excellent farm residences and homesteads, houses and cottages. The property is most compact and valuable, hill and valley, wood and river. Let to highly respectable and responsible tenants at moderate rents; is in a fair state of cultivation; uniting in the possessor considerable county and borough, Parliamentary, and local influence, and yielding an ample income.

Estate and Auction Offices, 209, Piccadilly, W.

FINCHLEY.

MESSRS. BROOKS & BEAL have for SALE, the LEASE of an elegant VILLA, at a ground rent of £70 per annum. The grounds (three lawns) and gardens are beautifully laid out.

For detailed particulars of accommodation apply at their offices, 209, Piccadilly, W. (Fo. 281 R.)

HERTS.

MESSRS. BROOKS & BEAL have to SELL a FREEHOLD ESTATE; comprising a modern-built residence, of handsome elevation, surrounded by 40 acres of land, laid out in pleasure grounds, kitchen garden, orchard, arable and grass fields; it is adapted for immediate occupation, and within two hours' journey from London. It has coach-houses and stables, and farm buildings; the whole in good order. Purchase £1,500.

Estate and Auction Offices, No. 209, Piccadilly, W. (Fo. 260, R 3).

INVESTMENTS.

MESSRS. BROOKS & BEAL have for SALE, together or separately, FIFTEEN FREEHOLD (or Leasehold) COTTAGE VILLAS, at Wandsworth, on the borders of Wimbledon-park; each let at £30 per annum.

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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 10, 1861.

CURRENT TOPICS.

At the approaching meeting of the National Association for the Promotion of Social Science, which will be held at Dublin on the 14th to the 21st, the following papers will be read in the department of jurisprudence :—

James Whelan.—Jurisprudence and the amendment of the law.

Edward Webster.—Adaptation of the law to social change in the matter of liberty of opinion, in connection with the 13 Eliz. c. 12, and the 13 & 14 Charles 2, c. 4, commonly called the Act of Uniformity.

J. Napier Higgins.—The machinery of legislation.

Right Hon. James Whiteside, M.P.—Criminal law amendment.

Arthur Symonds.—On the appropriate and adequate constitution of judicial tribunals, and the institution of the judiciary over them.

Baron Holtzendorf.—On public prosecutions in Prussia.

Isaac J. Murphy.—Suggestions for the improvement of the working of the grand jury system in Ireland, and its extension to England.

Right Honourable James Whiteside, M.P.—The Landed Estates Court Act.

Edward Webster.—On the establishment in the metropolis primarily, and afterwards in the provinces, of a land registration court for the voluntary registration of titles to freehold land in England and Wales, for the purposes of sale and mortgage.

David M'Cubbin.—Ought the management of bankrupts' estates to be placed in the hands of official assignees appointed by the Government, or assignees or trustees nominated by the creditors?

David Smith.—The necessity for a law to compel every trader to make an annual balance under pain of imprisonment.

J. C. Smith.—The Scotch Marriage law.

Dr. Waddilove.—The Law of Marriage and Divorce as at present existing in England, Ireland, and Scotland.

W. H. Morris.—The Marriage Law of the Empire.

LEGISLATION OF THE SESSION.

The Session of Parliament which came to a close last Tuesday, is in one respect, and that a very disagreeable one, the most instructive in the history of English legislation. It commenced at a time remarkable for the freedom of Parliament from all external pressure, and the absence of almost every topic of exciting interest. It was heralded as *the* Session *par excellence* of domestic improvement, and in particular of law amendment. Measures affecting the administration of our law in various departments, some of them of great importance, were stated to have been prepared with the utmost care and labour by the law advisers of the Crown; and sensible people throughout the country were rejoiced by the prospects of considerable legal reform during the general subsidence of political agitation. The mercantile classes were promised great things in the way of a new bankruptcy code and tribunal, and also a less extensive but somewhat important measure for the protection of manufacturers against the dishonest use of their trade-marks. The expectations of country gentlemen were excited by the pledge of Ministers to introduce again the Bill for the better management of Highways, and to save it from the fate which formerly attended it. Artists, literary men, and publishers, received an early promise of a measure for the protection of artistic copyright. They were told that before the Exhibition of 1862, they would be placed upon as good a footing as foreigners, and that it should no longer be said, with truth, that there was no adequate law in this country for the protection of copyright in works of fine art. The general public not less than lawyers were delighted by glowing pictures of a new Palace of Justice, all the arrangements for which it was said had been well considered, and were fully completed. The Criminal Law Consolidation Bills, which had figured in so many ministerial programmes, of course, were not forgotten; nor was the well-sounding phrase of Statute Law Revision left uninvoked. We say nothing of the grand scheme of registration for facilitating land transfer, about which so many notices have figured from time to time, for some sessions past, and which the late Attorney-General promised to explain to the House, at all events before last Easter. Neither do we now refer to many other less important Bills, which were either promised by the Government and never produced, or if produced have not been enacted; nor to such Bills as Mr. M'Mahon's County Courts Code, Mr. Hodgkinson's Fictitious Defences Bill, or, indeed, any of those to which we are, or were to have been, indebted to independent members of Parliament. Our object in thus contrasting the promises and performances of Ministers, is in order to call attention to the unfitness of the present machinery for legislation in this country. Whatever doubts might have existed upon this subject, must be by this time expelled from the minds of sceptics.

In the first place, notwithstanding reams of print in blue books about the drawing of Parliamentary Bills, insuring uniformity in their arrangement and form, and general revision of our statute book, the Bankruptcy Bill of the past session was admitted on all hands to be a rare specimen of awkward drawing—abounding in unskilful and loose phraseology, unscientific in its plan, and having little regard to the existing state of the statute book. It had, moreover, the radical defect of effecting extensive repeals of former Acts of Parliament in a fragmentary manner, and by way of reference or implication. For instance, it repeals expressly a number of clauses in the Bankruptcy Consolidation Act, (12 & 13 Vict. c. 106), and also "such other parts of the said Act as may be inconsistent with the present Act." This Bill was brought forward by the Attorney-General in the House of Commons, and a few days afterwards the Lord Chancellor, in the House of Lords, when introducing the Statute Law Revision Bill, attributed the wretched confusion which now disgraces our statute book to the "vicious mode" of repealing statutes, "not expressly, but by simply enacting that all statutes inconsistent with the particular Act should be repealed." "The difficulty," said his lordship, "was to decide what statutes were inconsistent with it." Accordingly, as might have been expected, a very unseemly discussion took place in the House of Lords, when the Bill was last under consideration there, between Lord Westbury its avowed author and Lord Cranworth, who flatly contradicted one another as to the effect which the Act would have on the jurisdiction in bankruptcy of the Lords Justices, a point intimately involved in the question of implied repeal. Are we not justified, then, in saying that even Government Bills are prepared without any regard to uniformity or scientific arrangement? We have already said so much in this Journal, on this subject, that we need not further advert to it here. More than twenty years ago, Mr. Arthur Symonds, and more recently, Mr. Coode, so clearly pointed out the defects in our system of Parliamentary drawing, and gave such

practical suggestions for its reform, that the law advisers of the Crown are absolutely without excuse for their persistence in the present haphazard and unmethodical procedure.

But the defects of our machinery of legislation are by no means confined to the manner of preparing Bills. Every session the passing of any Law Bill, however useful its provisions may be, and however little opposition it may have to encounter, is becoming more and more uncertain. The recent Trade Marks Bill is a monstrous instance in point. Parliament had assembled only a day or two when the President of the Board of Trade promised that the Bill would shortly be presented to Parliament; and so it was. It passed the House of Lords early in March, and by the 15th of April had reached a second reading in the House of Commons. The 22nd was fixed for going into committee upon it. This, however, was never accomplished, although the Bill was in the paper for this purpose not less than 18 times during the months of April, May, June, and July. The Bill was originally prepared at the entreaty of numerous chambers of commerce, and other important bodies; and this is the second session in which there has been a failure in passing it, owing to the obstructiveness of the House of Commons, or rather to the inefficiency of its machinery for dealing with such measures. The Government Highways Bill also belongs to this class. Having at the commencement of the last two sessions bid fair for success, it found itself at the conclusion of each in the limbo of the waste-paper office. Is it not possible to induce the House of Commons to devote a reasonable share of its time to the business of legislation, and to give up for this purpose its nauseous privilege of unlimited speech-making? One hour any night might have disposed of the Trade Marks Bill; and yet this could not be obtained in a session remarkable beyond most others for the small amount of work actually accomplished, although on more than one of the nights on which the Bill was down for committee, some spouter counted out the House.

The Bills providing for the erection of new courts and offices present the existing system of bungling in yet another and somewhat novel light. These Bills emanated from the Government itself, and resulted from elaborate and careful enquiries instituted by a Royal Commission appointed for the purpose. They were announced as being of scarcely less importance than the Bankruptcy Bill itself, and the "Site Bill" was pressed through the House of Commons with as much force as Mr. Cowper could bring to the task. At the last moment, however—so late as the 16th of July, after the select committee of the House of Commons had closed its sittings, and made its report—the Lords of the Treasury issued a "minute," the professed object of which was to apprise Parliament and the public of the extent of liability to which the public revenues might be subject, if the Government scheme should be carried into effect. The result of the Treasury calculations goes to show that in the opinion of the Treasury the new palace of justice will cost half a million more than the sum estimated by the Royal Commissioners, on whose report the Government itself framed its Bills. We may say in passing that the figures contained in the Treasury minute are purely conjectural, and that this document has been ably dealt with in some remarks of the Incorporated Law Society, which we hope to publish next week. We now advert to the subject only as another illustration of the manner in which important measures deeply affecting the administration of justice in this country are launched by the Government.

It may be said, however, that the past session has at all events produced a Criminal Code, or a set of Consolidation Acts which, taken together, may almost be entitled to the dignity of that appellation. No doubt, several important Bills for the consolidation of the criminal law have been passed; but, in truth, the history of these productions furnishes no room for boasting as to the manner in which such work is accomplished in this country. It is now many years since to Mr. Lonsdale was committed the task of preparing a series of Bills which, if taken together, might be accepted as a consolidation of the criminal law of England. Unhappily, however, the work was commenced and carried on, and has been completed with the least possible regard to well-considered principles, or to method. The Bills which originally came from the hands of Mr. Lonsdale and his colleagues, were submitted to the revision of the late Chief Justice Jervis, Mr. Greaves, and others, and in 1856 were introduced into the House of Lords by Lord Cranworth. Every succeeding set of law officers of the Crown have seized upon these same Bills as an important item of political capital, and Mr. Bellenden Ker and his nominees preyed upon them for years. We need not be afraid of stating that they have been made the excuse for a very large and useless waste of public money, and did great injury to the cause of statute law reformation by keeping alive that organised hypocrisy—the late Statute Law Commission. Such have been the indirect disadvantages resulting from these criminal law Bills. Any account of the defects inherent in the Bills themselves, in the manner of their preparation, and the want of method characterising them from their inception to the time of their becoming law, would be necessarily too large an undertaking for us at present. We may mention, however, that at the close of the session of 1857, these same Bills after having passed through the hands of Sir John Jervis and Mr. Greaves, and subsequently of the Statute Law Commission, were hurried through the House of Lords with a speed that caused universal surprise, as soon as it was discovered in the House of Commons that the Bills were far from being a mere consolidation of existing law—as was represented in the Upper House—and were moreover disfigured by not a few startling blunders. For instance, although the Bills appointed punishments for offences, they failed to repeal existing enactments against them. A similar fate befel these Bills in the two succeeding sessions, being brought in at the close of each only for the sake of appearances, and not with the view to actual legislation. It was felt that they could not be proposed to Parliament as measures of pure and simple consolidation, and that so far as they pretended to be amendments of the law, their accuracy or their authority could not be relied upon. But early in the session of 1860, after a considerably increased expenditure of money upon these belaboured productions, and much retouching, they were again brought forward with the further pretensions of an assimilation of the criminal law of Ireland to that of England, and also of some substantial improvements in both. The former blunder was moreover attempted to be remedied by a repealing Act which at the time we showed to have been by no means free from mistakes. We also pointed out some puzzling and unmeaning alterations in the existing law, which caused great doubt in the minds of lawyers, and also in the mind of Parliament, about accepting the Bills without going through the whole of them clause by clause, which was obviously impossible. After much and very reasonable reluctance, however, and finally amid great haste and pressure, they have been admitted upon the statute book—an event, let us hope, which may prove to be for the best. But so far from these Bills being the subject of gratulation, we must insist that they afford the strongest possible proof of the necessity, if not of a department of justice, at least of some suitable agency for the accomplishment of such work.

The foregoing observations relate only to such Bills as specially affect the administration of justice and are introduced to Parliament by responsible advisers of the Crown. It is, of course, very desirable that every statute should conform to well-considered rules, as to

the arrangement of its subject matter, its mode of expression, and its relation to existing law. But it were obviously premature to expect this so long as important Government Bills, which are intended to create new jurisdictions, and to lay down explicit rules for their direction, or to make serious alterations in the principles of our system of jurisprudence, are, both in their conception and progress, characterised by such defects and misfortunes as we have mentioned. The first step towards improvement, therefore, must be in the case of Government Bills; and the time has certainly come when it ought to be no longer possible for the Attorney-General to present a Bill to the House of Commons, framed in a manner which comes within the severest reprobation of the Lord Chancellor in the House of Lords—as in the case of the recent Bankruptcy Bill. If ever there is to be anything like science in the composition of our statute-book ought it not to commence now that we are attempting its revision and reformation? Of what use is consolidation if we proceed to accumulate fresh heaps of lumber which will speedily call for assortment or removal? But while the same law officers who deplore the "vicious system" of repeal by implication, and make it the apology for asking Parliament to accept upon trust an Act to repeal expressly a multitude of enactments already impliedly repealed, introduce an important Bill tainted with the self-same vice, what hope is there of any consistent effort at improvement in the manner of legislation?

Various measures have been proposed for the remedy of some of the evils to which we have referred. Amongst others it has been suggested that an officer and staff should be appointed by both Houses of Parliament for the revision of all public Bills; and that it should be the duty of such official to "advise on the legal effect of every Bill; and, in particular, on the existing state of the law affected by a proposed Bill, its language and structure," &c. Mr. Coode, in his evidence before the select committee of 1857, was of opinion that a "mere revising clerk" would be sufficient for this purpose. Suggestions have also been thrown out for the formation of a Parliamentary board, whose special duty it would be to attend to the process of law making. There has been no lack of propositions which are to be found at length in numerous blue books, to which we must be content to refer our readers for further information. All that we now have to say is that it is unfortunately too clear that the utmost need exists for the adoption of some plan which will save our statute book from utter confusion, and facilitate the passing of such law Bills as are admitted on all hands to be useful, and which are now prevented from becoming law by the unsuitableness of the machinery of Parliament for the existing exigencies of legislation.

The Courts, Appointments, Promotions, Vacancies, &c.

SUMMER ASSIZES.

CHESTER CIRCUIT.—Chester.

Aug. 3.—Mr. Justice Crompton opened the commission in this city to day. The cause list contained an entry of thirteen causes, two of which were marked for special juries.

NORTHERN CIRCUIT.—Carlisle.

Aug. 2.—The commission was opened in this city to-day. The cause list contained an entry of 6 causes.

NORTH WALES CIRCUIT.—Mold.

Aug. 1.—Mr. Baron Bramwell opened the commission in this town this morning.

OXFORD CIRCUIT.—Monmouth.

Aug. 3.—Mr. Justice Hill and Mr. Justice Keating opened the commission in this town to-day. The cause list contained an entry of four causes.

Mr. Robert Taylor Campion, of Exeter, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women in and for the county of Devon, also in and for the city and county of the city of Exeter.

Parliament and Legislation.

HOUSE OF LORDS.

Tuesday, August 6.

The Prorogation.

Parliament was this day prorogued by royal commission.

The following Bills received the royal assent:—

Copyright of Designs Bill.
East India (High Courts of Judicature) Bill.
Salmon Fisheries Bill.
Wills of Personalty of British Subjects Bill.
Statute Law Revision Bill.
Bankruptcy and Insolvency Bill.
Accessories and Abettors Bill.
Criminal Statutes Repeal Bill.
Larceny, &c., Bill.
Coinage Offences Bill.
Offences against the Person Bill.
Stamp Duties on Probates, &c, Bill.
Wills and Domicil of British Subjects Abroad Bill.
Volunteers' Toll Exemption Bill.

Recent Decisions.

COMMON LAW.

Statute of Frauds, sect. 17—What Constitutes Acceptance and Receipt of Goods.

Cusack v. *Robinson*, Q. B., 9 W. R. 735.

This is a case of some interest to the commercial world, affording as it does, a fresh and practical reading on one of the clauses of that much vexed Act, the Statute of Frauds. One of its provisions (29 Car. 2, c. 3, s. 17) requires that on a sale of goods for the price of £10 and upwards, there must be, in order to bind the buyer, an acceptance by him of part of the goods, and an actual receiving of the same; and all those cases in which there is no earnest given, nor any part payment made, nor any such note or memorandum in writing of the bargain as the statute specifies. Now, a good deal of the litigation arising on this Act has turned upon the question of what constitutes such an acceptance of the goods sold as will satisfy the statute, as to which it is to be observed primarily, that it is clear that every acceptance supposes a previous delivery in law, though (as shown by the present case) not necessarily a previous receipt in fact by the purchaser. The dispute for the most part arises where the delivery has been to a third party, as to a carrier or wharfinger. Here the acceptance and receipt by the purchaser will depend, first, on whether such third party was or was not his agent for the purpose; and secondly on whether he had an opportunity before delivery of inspecting the goods. Thus in the present case, the defendant had verbally bought certain specific casks of butter, at Liverpool, and had written on a card, with his name and address thereon, that that number of casks were to be delivered at a certain wharf in London, which had been used by the defendant as a temporary warehouse for many years. But afterwards not approving of the butter delivered, he repudiated the bargain, and relied upon the defence that there was no receipt and acceptance by him under the circumstances, nor was there any memorandum note or memorandum of the contract in writing as required by the statute. The dispute was ultimately determined by the Court against him, on the ground, chiefly, that he had had an opportunity of inspecting, and did in fact select, the casks delivered, and that consequently he was not entitled for the first time to inspect them after they had been delivered, and then, if he pleased, to refuse acceptance. It was true that the wharfinger, though named by him as the party to whom the goods were to be delivered, might not have had his authority to accept the

goods, but under the circumstances of the case the "acceptance" rendered requisite by the statute had in fact taken place when the casks were selected and bought by him at Liverpool. For there may well be, said the Court, an acceptance *before* receipt; neither is it necessary, under the statute, that the former should follow, or be contemporaneous with the latter. It may be remarked that this selection of the specific casks intended to be bought by the defendant distinguishes his position very materially from that of the defendant, in another case, somewhat similar to the present, which has been recently published in the Queen's Bench reports. The case referred to is that of *Nicholson* v. *Bower* (Ell. & Ell. p. 172), in which the defendant was held not to have "accepted" some wheat which, having bought by a written order to a country house, he had directed to be, and which was in fact, delivered at a certain warehouse in London for him, not having before had an opportunity of seeing the goods purchased, he was held entitled to inspect them previously to his accepting them; and until he had done so, or waived the right, no binding contract between himself and the owner arose.

LAW OF INSOLVENCY—INACCURACY IN SCHEDULE—WHEN NOT MENTIONED.

Romilio v. *Halahan*, Q. B., 9 W. R. 737.

The law requires that an insolvent who would be relieved from his liability in respect of any debt, must truly and properly describe it in his schedule. But the only object of this is, that his creditors should have due notice of his application; and therefore the true question in cases of a misdescription in the schedule, either of the insolvent himself or of the debt, always is, whether the schedule contains a description sufficient to have excited the attention of the creditor if he had read it, or whether it is intended or calculated to mislead him. Hence mistakes which could not have such effect, or which clearly did not originate in such intention, have been uniformly held immaterial; and in the case on which the present one was decided (*Nias* v. *Nicholson*, 2 C. & P. 120), where the insolvent was sued on a bill of exchange which he had accepted, and which was drawn by one M., and who had inserted in his schedule that he owed the plaintiff a bill to the same amount which he had drawn, and which had been accepted by M., Lord Tenterden left it to the jury to say whether the bill described in the schedule was meant to designate the one on which the action was brought, and if so, whether the misdescription was or was not intended to deceive; and as they answered the first question in the affirmative and the second in the negative, the verdict was entered for the defendant. No attempt appears to have been afterwards made to disturb this verdict in the court in banc, and therefore this ruling, until the present case, has depended only on the opinion of a single judge; but it has now been expressly recognised and approved by the Court of Queen's Bench. The very same mistake appears, singularly enough, to have been made by the insolvent; and the Court held it to be immaterial, on the authority of *Nias* v. *Nicholson*, which the Chief Justice remarked, "has always been considered by the profession to be sound law."

LIABILITY OF AGENT—MONEY PAID BY MISTAKE.

Holland v. *Russell*, Q. B., 9 W. R. 737.

There are some nice questions on the law of agency with reference to the personal liability of an agent for money paid to him, by mistake, for the use of his principal. The general, and obviously just, rule as laid down in *Cox* v. *Prentice*, (3 M. & S. 344), is that he can not be sued if he has before notice of the adverse claim, paid over the money to his principal, provided always that the payment were made to the agent that the money might be paid over by him, and that such payment was legal; for it may be that the agent is in the position of a stake-holder, or an auctioneer (see *Burrough* v. *Skinner*, 5 Burr. 2639), or he may have received the money wrongfully, as did the defendant in *Snowdon* v. *Davis*, (1 Taunt. 359), where being a bailiff who had received money in excess of his authority, he was held not to have exonerated himself by a payment over to the sheriff. In the present case a sum of money had been paid to the defendant as agent for a foreign company, by way of contribution to a ship insurance, which, at the time of insurance, had been wrecked to the knowledge of the defendant, though not of the plaintiff. This concealment, however, was decided by a jury not to be fraudulent on the part of the defendant, though it vitiated the policy; and, therefore, as before, the sum paid in mistake had been re-demanded by the insurer, he had paid it over to his principal, he was held not to be personally liable for its amount, and an action brought against him to recover it failed.

It must be admitted with regard to this case that it does not clearly appear on what grounds the jury negatived the evidence of fraud. It may be presumed, however, that they came to that conclusion, thinking that the defendant *bonâ-fide* imagined his duty to his employers to be paramount to that of announcing the fact of the loss of the vessel to the owners, even though he knew that such loss at the time vitiated the policy; and not only this, but also thought it right on the same principle afterwards to receive the money paid to him in respect of such void policy. It certainly requires some further explanation of the circumstances of the case, before the conclusion of the jury appears a reasonable one; but no doubt such conclusion, however arrived at, put the plaintiff out of court.

Correspondence.

ATTESTATION OF WILLS.

I think it would be well for your readers to pause before adopting the form of attestation to a will given in your number for the 20th July. The form now generally in use satisfies the registrars, without an affidavit of due execution. I doubt whether the suggested form would, and for this reason,

I formerly used the following form:—"Signed by the said C. F., the testator, as and for his last will and testament, in the presence of us both, present at the same time, *and who, before leaving his presence, or the presence of each other*, have subscribed our names as witnesses thereto." But lately, on presenting a will so attested for probate, the district registrar required the usual affidavit of due execution, on the ground that the attestation clause did not contain the words of the statute. I contended that the clause comprised something more than the requirements of the Act; and that either it was untrue, or the will was duly executed; but the registrar adhering to his requirement, I had no alternative than to furnish the affidavit, and return to the old form of attestation.

Now there does not seem to be any substantial difference between the words "before leaving his presence," &c., and the "without quitting," &c., of the suggested form. R. G. F.

IRISH ANTE-UNION STATUTES.

Mr. Reilly's observations are correct enough; a statute is presumed to continue in force, unless the contrary be proved. But, if the opposite party had not appeared in the case at Warwick Sessions, it is doubtful whether the magistrates would have been satisfied with the production of the Irish statute 19 Geo. 2, c. 13, without further evidence of the present state of the Irish law of mixed marriages. M.

JUDGMENT DEBT—INTEREST.

I shall be glad if any of your numerous readers can inform me if a judgment on a bill of exchange or promissory note carries interest at £5 per cent.

By 76th Practice Rule of Hilary Term, 1853, every writ of execution may be endorsed to levy interest on the amount due at the rate of £4 per cent. per annum, "provided that in cases where there is an agreement between the parties that more than four per cent. interest shall be secured by the judgment, the endorsement may be accordingly to levy the amount of interest so agreed."

Would a bill of exchange which carries interest at £5 per cent. be considered an agreement contemplated by the rule?

I understand that it is the practice to endorse writs of execution issued on a judgment on a bill of exchange or promissory note to levy interest at £5 per cent.; but is there any precedent for doing so? G. B. W.

Review.

A Practical Treatise of Powers. Eighth edition. By EDWARD SUGDEN (now Lord ST. LEONARDS). London: H. Sweet, 3, Chancery-lane; Hodges, Smith & Co., Grafton-street, Dublin. 1861.

Prior to the publication of the first edition of Sugden on Powers, in 1808, that branch of law did not form the subject of any special treatise, if we except Mr. Powell's essay. The latter work, however, did not profess to treat discursively of the wide domain of real property law over which the subject of powers is spread. On the other hand, it some-

what resembles a colloquial narrative, containing, as Lord St. Leonards has observed, voluminous statements of facts, occupying many pages, "which serve only to confound the attention, when the precise point decided might have been expressed in as many lines." But we think that similar defects are to be found in the treatise before us. The author has described it as "a text-book, in which an attempt was made to deduce the rules from the decided cases." We consider, however, that it would have accomplished its object more effectually if it had been constructed with more regard to first principles and with less confidence in the practicability of reducing the *rudis indigestaque moles* of cases to a symmetrical harmony. On the other hand, as we shall presently show, there sometimes occur in Lord St. Leonards' treatise unnecessary dissertations upon the most recondite principles of feudal law. It appears to us to be very far from having exhausted the subject of Powers, notwithstanding Mr. Butler's commendation of it; note to Co. Litt. viii., 3. We would bow with deference to Mr. Butler's opinion on the Berkeley Peerage Case, or on any of those fundamental crotchets which, at intervals of great periodic magnitude, become the subjects of actual litigation. But we cannot consider his authority conclusive as to the practical merits of a treatise, even though it should treat exclusively of real property law. When the first edition of Sugden on "Powers" appeared, there existed no legal periodical to review such a work, and Mr. Butler's opinion thus passed without correction. But this treatise appears to us to possess inferior practical merits to that of Mr. Chance, even though he made some blunders as regards first principles. His work, however, contains such a copious supply of important matter carefully winnowed of the less important elements of cases, (while it is widely different from a mere equity index,) that it will, we think, be still found more useful in daily practice than the work before us, although this is, as its noble and learned author intimates, enriched with all the legislative and judicial donations conferred upon the domain of powers since the publication of the seventh edition in 1845.

Lord St. Leonards states, cap. 1, p. 2, that powers were invalid at common law, and take their effect at law by force of the Statute of Uses. Mr. Preston, 3 Con. 265; and 3 Ab. 270; and Powell, on "Powers," pp. 1, 155, make the same statement, which, we think, is beyond all cavil. Mr. Chance, however, impugns this proposition, and, in support of his view, cites certain kinds of limitations resembling powers that have been always valid at law. He likewise alleges that the objects of a modern marriage settlement might be attained independently of the Statute of Uses. This class of limitations, however, is *sui generis*, and is devoid of the essential characteristic of powers, which is to divest an estate; although, by means of a technical circumlocution and a resort to the use of contingent remainders, their actual, though not their legal, result may be the same, as if powers had been limited for the same purposes. Thus, a remainder limited to a person whom the tenant for life, or any other should nominate (to cite the case put by Mr. Chance), is a good contingent remainder, and, in point of fact, though not in point of law, is tantamount to the limitation of a power to the tenant for life, or such other person, to appoint the estate over. An appointment is the discretionary limitation of a use. Suppose such a limitation to have been good if found in the primary instrument, it is equally good in the derivative one. If invalid in the former, then it is, in all cases, except as regards a question of perpetuity in respect to general powers, invalid also in the latter. Lord St. Leonards, therefore, has very judiciously prefixed in the introduction to the former editions of his treatise, a compendious essay on the nature of uses, which he has embodied in the first chapter of the present edition. But in his love of technicality he illustrates the perverse tendencies of metaphysical lawyers, while Mr. Chance, although he certainly caters with care for the requirements of practice, is not sufficiently mindful of theory, and just principles.

"*Incidit in Scyllam, qui vult vitare Charybdem.*"

Perhaps an eclectic writer may yet combine in a single work the respective merits of both authors.

The principles which should govern the arrangement of the parts of a treatise on so intricate a branch of law as powers, should mainly regard their incidents from a chronological point of view, both as to their historical origin, and also as to the instruments by which they may be created, transferred, suspended, extinguished, or exercised. The author of such a treatise might be expected to view them in their first rise, prior to the Statutes of Uses, and to distinguish them carefully from licenses and common law authorities, as regards the feudal theory of our law of real property, and in the next place to examine them as affected by the Statute of Uses, 27 Hen. 8, c. 10. He should then proceed to consider their legal effect at the present day, observing the order in which they may be expected most frequently to occur in practice, or in the history of a single transaction. According to this method, our supposed author would next describe the instruments by which they may be created, then classify their different kinds as general or special, appendant or in gross, &c., and also point out the person by whom, and in favour of whom, they may be executed. Next, both in point of logic and chronology, the questions appertaining to their suspension and merger would appear proper to be treated of, before he approached the conclusion of his work. This should naturally end with a detailed account of the nature of appointments general and special, &c., their relationship to the original deed, to the appointor and the appointee, the rule of perpetuity, and equitable relief. Neither of the extant treatises on powers appears to have been mapped out with a close regard to theory or to convenience. Thus, after the preliminary chapters on uses and powers, Lord St. Leonards gives, in the third chapter, an outline "of the modes by which powers may be suspended, extinguished, or merged;" while the fourth and sixth chapters treat respectively of the creation and transfer of powers. But these are circumstances attendant upon powers *in se* prior to their being exercised, and should naturally precede any comments relating to their suspension or merger. Chapter nine mixes up the discussion of the creation of powers with that of their execution. He also places the chapter on "limitations in default of appointment" after six chapters which treat of the execution of powers. This violates both the rule of progression and harmony to which we have referred. The place of the last five chapters is also very faulty, inasmuch as these treat respectively of powers to appoint to relations or to children, powers to jointure, to lease, sell, and appoint new trustees. Powers, no doubt, are operative only when exercised in appointments, as causes are manifested only by their effects; and it may therefore be alleged that these chapters, though nominally relating to powers, are, virtually, commentaries on certain classes of appointments. We can only say, then, that these chapters ought to be so entitled, and should not be designated in a manner that is calculated to perplex the student; as the author re-enters in them upon the consideration of powers after their classification, and even the modes of their execution had been fully detailed. But there is no doubt that this defect is one of place and not of title, and that they should be considered in that portion of the treatise which relates to the classification of powers. Mr. Chance, with a like disregard of order and conciseness of arrangement, passes directly from the question of the creation and construction of powers, to that of appointments. He also returns back in the chapters at the close of his work to treat of powers of jointure, portion, lease, &c.; while the last chapter treats of the suspension of powers.

Lord St. Leonards appears to us to have erred both in excess and in defect, for while his treatise will not always be found to supply the information most needed in practice, he has, on the other hand, devoted a considerable space to extraneous topics, such as election, while in the former editions he has revelled with delight in the idealistic labyrinths of the *scintilla juris*. We willingly bear with the exclusion of any lengthened comments upon the doctrine of election from Mr. Chance's treatise, since we find in it no metaphysical speculations, nor any discussion of the *scintilla juris*. Lord St. Leonards, not content with his previous investigations as to the nature of this *scintilla*, finally had it altogether abolished by the statute 23 & 24 Vict. c. 38, s. 7. This enactment appears to us to have been altogether unnecessary. Contingent uses were sufficiently protected prior to that Act. The mode in which that protection was carried out by the rules of law, was a much vexed juridical question. But a lawyer would as soon think of questioning the security of a contingent use prior to the passing of the 23 & 24 Vict. c. 38, as he would of impugning the soundness of the decision in *Smith d. Dormer* v. *Packhurst*, 3 Atk. 135. Lord St. Leonards, however, with scholastic trepidation, came finally to regard the object of his speculation as something in itself real, which required an actual demolition at the hands of Parliament. Thirty-four pages of the former edition of Powers were devoted to the discussion of this scholastic question. Yet in that very edition Lord St. Leonards says, p. 44, "No inquiry is ever made to meet the difficulties which arise from this doctrine"—and again, p. 45, "No case ever occurred in practice in which the point fairly arose." All were agreed that the Statute of Uses could not be construed so as

to destroy *proprio vigore* contingent uses. On the contrary, it gave them the legal estate. Any trust good before the statute would after it necessarily be good as a legal use. How this was effected none but antiquaries asked. Was there an estate in the feoffees or a possibility of seisin, or a *scintilla juris*? It was immaterial in practice to ascertain the *modus operandi* when the contingent use was admittedly safe. Even Fearne, p. 301, ed. 1844, who was sufficiently attentive to the technical harmony of our real property system, pronounced against the doctrine. The whole current of decisions since the publication of that celebrated treatise has so studiously treated contingent uses as contingent remainders, that few speculations could be more unnecessary than an inquiry into the nature of what confessedly did not exist, and few enactments more abundant of caution than the statute which overthrows *Scintilla Juris*. We cannot perceive any distinction except a verbal one between the phrases *in nubibus*, *ingremio legis*, or "by relation to the original seisin." The most logical view, it would appear, would have been to consider contingent uses as preserved by the equity of the statute from being defeated by any Act or omission of the feoffees or releasees; while inconvenience may possibly be the result of the recent Act which defines the *modus operandi* to be in one particular way only.

Although Mr. Chance does not ascend to such sublime heights of juristical contemplation as Lord St. Leonards, nevertheless, he traces the minute but important details of the intricate subject of Powers with an expertness and felicity of arrangement, which, to the practitioner, is of paramount importance. As an authority for moot points, his treatise is certainly inferior to that of Lord St. Leonards', from its comparative inattention to remote principles; but the good sense of the former author, in his application of the views which he adopts, is so abundantly manifest throughout the work, as to compensate for the want of a perfect harmony in its theoretical principles—a defect, from which, as we have shown, Lord St. Leonards' treatise is sufficiently clear. The difference in point of theory and method between the two authors is indicated by their respective comments on the question of the suspension and extinguishment of powers appendant. Lord St. Leonards disapproves of the decision in *Ren d. Hall* v. *Bulkeley*, 1 Doug. 291, which was a case relating to the extinguishment of powers appendant—a doctrine, the operation of which Lord St. Leonards appears nowise anxious to limit; although, as a general rule, it is clearly inequitable, and defeats the intention of the donor as well as of the donee. The reasoning of Lord St. Leonards on this head is very inconclusive and technical. "As a charge," says his lordship, "on the estate, to which the power is appendant, suspends the power during the interest granted; it *follows*, therefore, on the same principle, that a total alienation of the estate must operate as an *extinguishment* of the power." The only inference warranted by the premise is, that the power should be suspended during the continuance of the grant. Mr. Chance, in his book, vol. 2, p. 598, shows this very clearly; and his views are supported by the decision of *Long* v. *Rankin*, decided by the House of Lords, Sug. Appx. 676, 4th ed. This is a phase of the operation of powers which has not received much illustration from recent cases. In a recent case (*Walmesley* v. *Jowett*), the suspension of the power was treated simply as a question of intention. The difference between the views of the two authors is further indicated by their respective comments on the question of the validity of general power in deeds that operate as bargains and sales, or as covenants to stand seised. This question is one of very great importance. For, although conveyances are never intended to operate in those forms, yet, if they cannot otherwise have any effect, they will, *ut res magis valeat*, be so construed. Thus, if prior to the Act, 4 & 5 Vict. c. 21, the lease for a year had been omitted, the conveyance, nevertheless, might be supported as a bargain and sale, if money had passed between the parties, or as a covenant to stand seised, if it were the case of a marriage settlement. Mr. Chance is of opinion that general powers in both classes of instruments are valid. Lord St. Leonards, on the contrary, considers them to be wholly invalid, even though the actual appointees should render a consideration, or happen to be relations of the donee. Our opinion coincides with neither of those views. We consider that general powers in instruments operating as covenants to stand seised, are bad, because kindred is not a consideration which can be held to extend to any person that is unascertained. If the power be one of revocation simply, without any reference to a new appointment, it should, on principle, be held good; as the covenantor, by revoking the uses of the instrument containing such a power, merely stands seised to his own use. But general powers in deeds of bargain and sale stand on a wholly different footing. A consideration can be advanced in behalf of anyone, whether he be *in esse* or unborn. Lord St. Leonards admits this, provided a valuable consideration moved from the appointee or on his behalf, at the time of the execution of the deed. But the cases of *Parsons* v. *Mills*, 2 Ro. Abr. 786 M., and Mo. 547, cited in support of this view, also prove the validity of such powers in general. Mr. Cruise (Dig.) considers that general powers to lease are good in these classes of instruments, inasmuch as the best rent is generally required to be reserved; but if the deed be a covenant to stand seised, such a consideration is inapplicable to support a use; while, if it be a bargain and sale, it appears to us to be immaterial whether the lessee pay any rent or not, as the original consideration should be deemed to extend to him. Both Lord St. Leonards and Mr. Chance consider that powers in the nature of a trust such as was the power in the case of *Harding* v. *Glyn*, 2 W. & T. Lead. Cas., p. 789, cannot be easily discriminated from gifts by implication in default of appointment, such as was the case of *The Duke of Marlborough* v. *Godolphin*, 2 Ves. 61. Both these classes of cases have, indeed, the same effect as regards the beneficiaries.

Modern legislation has done little for powers. The Act relating to illusory appointments, 1 Will. 4, c. 46, which was prepared by Lord St. Leonards, has not gone to the root of the evil intended to be obviated by it; inasmuch as an exclusive appointment not authorised by the power is invalid, even since the passing of that enactment. The author considers that the meaning of the Act 20 & 21 Vict. c. 57, which has extended the powers of married women in respect of personal estate, is open to much doubt. He does not, however, state any reasons for this opinion. He gives an abridgment of the provisions of Lord Cranworth's Act, which confers on trustees, mortgagees, and others, the powers usually contained at present in settlements, wills, &c., in a manner that indicates his approbation of that enactment, the merits of which have become the subject of so much debate. The arrangement of the chapters is the same as was observed in the preceding edition. Both are pretty nearly of the same size; the loss of the disquisition upon the *scintilla juris* being compensated for by the accounts of recent decisions. The present work, however, is not prefixed with so voluminous a table of contents, as is contained in the edition of 1845. Such a syllabus appears to us an unnecessary incumbrance to a book having an adequate index arranged alphabetically, which alone is ever used for reference. We have canvassed the merits of the treatise before us freely, but we hope, fairly. It has long enjoyed the very highest rank in the estimation of the profession, and has been considered to have done for the subject of which it treats, what Mr. Fearne had done for contingent remainders, and what, more recently, Mr. Jarman has accomplished for the law of wills, and Mr. Lewis for the more definite question of perpetuity. Thus endued with authority, it was necessary to show that it did not indicate such a perception of the harmony of first principles on the part of its author as has been considered, and also that it has by no means excluded all necessity of resort to the unpretending, but perhaps more useful, treatise of Mr. Chance.

REGULATIONS FOR THE EXAMINATION OF ARTICLED CLERKS.

The following are the rules and regulations for conducting the examinations under the Attorneys' and Solicitors' Act of 1860 (23 & 24 Vict. c. 127).

As to Examinations in General Knowledge.

In pursuance of the Act passed in the session of Parliament holden in the 23rd and 24th years of the reign of her present Majesty, intituled "An Act to amend the Laws relating to Attorneys, Solicitors, Proctors, and Certificated Conveyancers:" We, the Right Honorable Sir Alexander James Edmund Cockburn, Lord Chief Justice of the Court of Queen's Bench; the Right Honorable Sir John Romilly, Master of the Rolls; the Right Honorable Sir William Erle, Lord Chief Justice of the Court of Common Pleas; and the Right Honorable Sir Frederic Pollock, Lord Chief Baron of the Court of Exchequer, do hereby, for the purpose of carrying the said Act into effect, order and direct as follows:—

I. In order to carry into effect the 5th section of the said Act, we do hereby order and direct:

That from and after the 1st day of Hilary Term, 1862, every person who before entering into articles of clerkship shall pro-

duce to the Registrar of Attorneys a certificate that he has successfully passed the first public examination before Moderators at Oxford, or the *previous* examination at Cambridge, or the examination in arts for the second year at Durham, or the *matriculation* examination at the Universities of Dublin or London, and has been placed in the first division on such Matriculation examination, shall be entitled to the benefit of the 5th section of the Attorneys Act, 23 & 24 Vict. c. 127.

II. And in order to carry into effect the enactment in the 8th section of the said Act, we do hereby further order and direct:

That from and after the 1st day of Hilary Term, 1862, every person proposing to enter into articles of clerkship, not having been called to the degree of Utter Barrister in England, or not having taken a degree, or passed the examination prescribed under the 5th section of the Act, shall produce to the Registrar of Attorneys a certificate that he has successfully passed an examination by special examiners, appointed by us, and that such last-mentioned examination be held at such times and places as the examiners shall from time to time appoint, and consist of two parts.

PART I.

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English grammar.
4. Writing a short English composition.
5. Arithmetic.—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History.—Questions on English history.
8. Latin.—Elementary knowledge of Latin.

PART II.

Each candidate shall offer himself for examination in one of the following subjects:

1. Latin. 2. Greek, modern or ancient. 3. French. 4. German. 5. Spanish. 6. Italian.

If the examiners conducting such examinations under Part I. be satisfied with the proficiency shown by the candidate, they will sign a certificate to the following effect:

"We certify that A. B. has been examined in general knowledge by us (or under our direction *in case the examination shall be conducted in the country*), as required by the rules and regulations of the Lord Chief Justice of the Court of Queen's Bench, the Master of the Rolls, the Lord Chief Justice of the Court of Common Pleas, and the Lord Chief Baron of the Court of Exchequer, and we certify that he has passed a satisfactory examination."

If the examiners conducting the examination under Part II. be satisfied with the proficiency shown by the candidate in the language in which he has been examined, they will sign a certificate to the following effect:—

"We certify that A B has been examined by us in the language (as the case may be), and we certify that he has passed a satisfactory examination."

With respect to candidates residing in the country, their examination may be conducted by the transmission by the examiners of papers to some person or persons to be appointed by them for that purpose, in certain towns to be selected, in England and Wales, who shall call the candidates before them at convenient times, to be fixed by the examiners, and require them to give written answers in the presence of the persons so appointed, who shall then seal up and send to the examiners in London the answers so written. [This direction of course does not apply to reading aloud, as to the proficiency in which of each candidate, the person or persons selected must give a certificate.]

The persons so appointed to be remunerated out of the fees to be paid on receiving their certificates by the candidates examined in the country. [The fees of the examiners will be hereafter fixed, according to the number of candidates.]

Each person examined in London on receiving his certificate to pay the fee of £1, and each person examined in the country on receiving his certificate to pay the fee of £2, to the council of the Incorporated Law Society.

As to Intermediate Examination.

III. And in order to carry the enactment in the 9th section of the said Act into effect, we do hereby further order and direct:

1. That all persons under articles of clerkship executed after the first day of January, 1861, shall be examined, either in one of the two terms next before, or one of the two terms next after, one half of his term of service, in such elementary works on the laws of England as may be appointed by the examiners, and in book-keeping: and that the names of the books selected for examination in each year may be obtained from the secretary of the examiners in the month of July in the previous year.

2. That such intermediate examination shall be conducted in each term, by the examiners appointed under the 6 & 7 Vict. c. 73, the orders of the Master of the Rolls of 13th January, 1844, and the rules of the Common Law Courts of Hilary Term, 1853, at such times and places as the examiners shall from time to time appoint.

3. That the applicant for such examination shall give to the secretary of the examiners one month's notice in writing, and leave with him the articles and assignment (if any) duly stamped and registered, under which the applicant is serving his clerkship, with answers to the questions as to his due service and conduct up to that time.

4. That upon compliance with such regulations, if the major part of the examiners present at and conducting such examination shall be satisfied with the answers of the person so applying in the subjects wherein he shall be so examined, the examiners, or the major part of them, shall certify the same under their hands in the following form:—

"In pursuance of the rules and regulations made by the Lords Chief Justices of the Courts of Queen's Bench and Common Pleas, and the Lord Chief Baron of the Court of Exchequer, jointly with the Master of the Rolls, we, being the major part of the examiners conducting the 'intermediate' examination of A B of do hereby certify that we have examined him as required by the said rules and regulations. And we do certify that his answers to the questions are satisfactory.

"Dated the day of ."

5. That in case the applicant should fail to pass such intermediate examination to the satisfaction of the examiners, he may attend the examination in the next or any subsequent term; but if he should not have passed such intermediate examination before the expiration of the second term next after one half of his term of service, his examination at the expiration of the term of service under his articles shall be postponed for such length of time, or so many terms, as may intervene between such last-mentioned term and his successfully passing such intermediate examination, or for such shorter time as the examiners shall in each case direct.

6. That each person, on giving the notice and complying with the requisitions in clause 3, shall pay a fee of 5*s.* and on receiving his certificate for such intermediate examination, shall pay a fee of 15*s.* to the council of the Incorporated Law Society.

Dated the 26th day of July, 1861.

A. E. COCKBURN, C. J. Q. B.
JOHN ROMILLY, M. R.
W. ERLE, C. J. C. P.
FRED. POLLOCK, C.B. Exch.

Public Companies.

REPORTS AND MEETINGS.

BELFAST AND NORTHERN COUNTIES RAILWAY.

At the half-yearly meeting of this company held on the 5th inst., a dividend at the rate of 4½ per cent. per annum was declared for the past eight months ending 30th June.

COCKERMOUTH AND WORKINGTON RAILWAY.

At the half-yearly meeting of this company held on the 31st ult., a dividend at the rate of £5 per cent. per annum was declared for the last half-year.

COLCHESTER, STOUR VALLEY, AND SUDBURY RAILWAY.

At the half-yearly meeting of this company, held on the 31st ult., a dividend was declared of £1 12*s.* 6*d.* for the past half-year, free of income-tax, leaving a balance in hand of about £58.

GREAT WESTERN AND BRENTFORD RAILWAY.

At the half-yearly meeting of this company held on the 7th inst., dividends of 5 per cent. on the preference shares, and of 2 per cent. on the ordinary shares of the company were declared.

HULL AND HOLDERNESS RAILWAY.

At the half-yearly meeting of this company held on the 7th inst., a dividend of 35*s.* per cent. was declared for the past half-year.

Llanidloes and Newtown Railway.

At the half-yearly meeting of this company, held on the 5th inst., a dividend at the rate of 5 per cent. per annum was declared for the past half-year.

Llannelly Railway.

At the half-yearly meeting of this company, held on the 31st ult., a dividend of 10*s.* per share was declared.

London, Brighton, and South Coast Railway.

At the half-yearly meeting of this company, held on the 26th ult., a dividend at the rate of £2 10*s.* per cent. for the last half-year was declared, and made payable on the 12th inst. A resolution authorising the consolidation of the paid-up 4½ per cent. preference shares (1861) into 4½ per cent. preference stock of the company was carried at this meeting.

Manchester, Buxton, Matlock, and Midland Junction.

At the half-yearly meeting of this company, held on the 7th inst., a dividend of 1*s.* 4*d.* per share was declared and made payable on the 17th inst.

North Eastern Railway.

At the half-yearly meeting of this company held on the 8th inst., the following dividends were declared—namely, on the Berwick stock at the rate of 5½ per cent. per annum; on the York stock at the rate of 4½ per cent. per annum; and on the Leeds stock at the rate of £2 17*s.* 6*d.* per cent. per annum.

Rhymney Railway.

At a special meeting of this company, held on the 7th inst., a resolution authorising the directors to raise £75,000 by the creation of 7,500 new shares of £10 each to be entitled to a dividend of 6 per cent. per annum in perpetuity, was unanimously carried.

Births, Marriages, and Deaths.

BIRTHS.

Conolly—On Aug. 3, the wife of Edward T. Conolly, Esq., Barrister-at-Law, of a daughter.

Heath—On Aug. 6, the wife of Samuel Heath, jun., Esq., of Houghton-place, Ampthill-square, Solicitor, prematurely, of a son, who survived his birth but a short time.

Smith—On Aug. 7, at Somersfield, Reigate, the wife of Charles J. Smith, Esq., Solicitor, of a daughter.

Smith—On July 30, at Dublin, the wife of H. Westenra Smith, Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

Bedford—Broughton—On Aug. 6, Charles St. Clare Bedford, Esq., of Dean's-yard, Westminster, to Harriet Emma, daughter of the late Robert Edward Broughton, Esq., F.R.S., one of the Metropolitan Police Magistrates.

Bowlby—Rimington—On Aug. 1, Edward Salvin Bowlby, Esq., of the Inner Temple, Barrister-at-Law, to Maria, daughter of the late James Rimington, Esq., of Broomhead Hall, Yorkshire.

Leech—Jones—On Aug. 1, William Bell Leech, Esq., Solicitor, of Glasgow, to Emma Gwyther, daughter of the Rev. J. Jones, of Rowsley.

Macaulay—Cox—On Aug. 1, William Henry Macaulay, Esq., of Leicester, Solicitor, to Sabina, daughter of Charles Cox, Esq., of Basford.

Smith—Bockett—On Aug. 1, Bruce Neilson Smith, Esq., H.M.'s Indian Army, to Anna Amelia, daughter of Daniel Smith Bockett, Esq., of Lincoln's-inn-fields.

Swanston—Romilly—On Aug. 1, Clement T. Swanston, jun., Esq., son of Clement T. Swanston, Esq., Q.C., to Anne, daughter of Sir John Romilly, Master of the Rolls.

DEATHS.

Abbott—On June 13, at sea, in the Bay of Bengal, on board the steamer Colombo, Annie Blanche, wife of William Henry Abbott, Jun., Esq., Solicitor, Supreme Court of Calcutta.

Day—On July 30, at Eaton, near Norwich, aged 62, Caroline Elizabeth, the beloved wife of Peter Day, Esq., Solicitor.

Hinde—On March 30, on board the Lady Melville, Henry Pelly Hinde, Esq., of the Inner Temple and Calcutta Bar.

Matthews—On July 30, at Paris, Emma, widow of the late Henry Matthews, Esq., Puisne Justice of the Supreme Court of Ceylon.

Payne—On Aug. 3, aged 37, Matilda, wife of Edward Turner Payne, Esq., of Bath, Solicitor.

London Gazettes.

Windings-up of Joint Stock Companies.

Limited in Bankruptcy.

Friday, Aug. 9, 1861.

Isle of Wight (Appuldercombe Park) Hotel Company (Limited).—Petition for winding-up presented August 3, will be heard before Com. Fonblanque, August 21, at 11. Taylor and Jaquet, Solicitors, 15, South-street, Finsbury.

Landed Investment Company (Limited), Com. Fane order to wind up, July 31. Kimber, Solicitor, 1, Lancaster-place, Strand.

Patent Derrick Company (Limited), Com. Fonblanque will sit on August 30, at 12.30, Basinghall-street, to make a dividend.

Union Discount Company (Limited), a call of twelve shillings and sixpence per share upon all contributories, to be paid on August 21, at 11, to the official liquidator, at 3 Coleman-street buildings, London.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Tuesday, Aug. 6, 1861.

Aubin, Frederic George, Gent., Weston-hill, Norwood, Surrey. Aubin, Solicitor, 38, Moorgate-street, City. Aug. 10.

Bott, William, Tailor, Davyhulme, Barton-upon-Irwell, Eccles. Radcliffe, Solicitor, 10, St. George's-crescent, Castle-street, Liverpool. Sept. 12.

Dismore, John, Gent., Upper Harley-street, Cavendish-square, London, but late of 2, Albert-terrace, Russell-terrace, Reading, Berks. Whatley & Dryland, Solicitors, Reading. Sept. 30.

Duffett, James, Gent., Brougham-villa, Hampton Park, Bristol. King & Plummer, Solicitors, 5, Exchange-buildings East, Bristol. Sept. 26.

Farmer, Sarah, Spinster, Windsor Castle, Windsor, Berks. Soames & Cooke, Solicitors, Wokingham, Berks. Aug. 17.

Grant, William, formerly Butler, Calcot-park, Berks, but late Farmer, Stratfieldsaye, Berks and Hants. Mary Grant, Widow, Executrix, 7, Eaton-place, Reading, Berks. Oct. 3.

Haines, Samuel, Gent, Edgbaston, near Birmingham. Auster, Solicitor, 4, Temple-row West, Birmingham. Sept. 29.

Heaton, Francis, Gent., Shillbank-house, Mirfield, Yorkshire. Chadwick, Solicitor, Dewsbury, Yorkshire. Oct. 1.

Lee, Joseph, Gent., Shillbank-house, Mirfield, Yorkshire. Chadwick, Solicitor, Dewsbury, Yorkshire. Oct. 1.

Manley, Samuel, Gent., Somerset Cottages, Bedminster, Bristol. King & Plummer, Solicitors, 5, Exchange-buildings, East, Bristol. Sept. 26.

Scarratt, James, Button and Trimming Seller, Milk-street, Cheapside, London. Lawrance, Plews, & Boyer, Solicitors, 14, Old Jewry-chambers. Aug. 15.

Scott, Martha, Spinster, formerly of Mile End, Landport, but late of 233, Commercial-road, Landport, Portsea, Hants. Holmes, Solicitor, 7, Staple Inn, Holborn, Middlesex. Oct. 1.

Tinker, Abel, Gent., formerly of Hepworth, near Holmfirth, but late of Spring-gardens, near Huddersfield, Yorkshire. Clough, Solicitor, Huddersfield, or Kidd & Jessop, Solicitors, Holmfirth. Nov. 25.

Tyson, John, Cooper, Liverpool. Dodge & Wynne, 7, Union-court, Liverpool. Oct. 1.

Wilson, John Grant, Surgeon, 17, Richmond-terrace, Clifton, and Bridge-street, Bristol. King & Plummer, 5, Exchange-buildings East, Bristol. Sept. 26.

Wyatt, William, formerly Oilman, King-street, Soho, Middlesex, afterwards of Rickmansworth, Herts, and late of Pinner, Middlesex. Lawrance, Plews, & Boyer, Solicitors, 14, Old Jewry-chambers, or Barlow & Longden, Solicitors, 1, Bennet's-hill, Doctor's-commons. Aug. 15.

Friday, Aug. 9, 1861.

Colepeper, John Spencer, Gent., formerly of Kundy, in the Island of Ceylon, but late of 4, Darnley-road, Hackney, Middlesex. Futvoye, Sawtell, & Lightfoot, Solicitors, 23, John-street, Bedford-row. Sept. 29.

Earl, Abram, Architect and Surveyor, Billericay, Essex. Woodward, Solicitor, 106, Fenchurch-street, London, and Billericay, Essex. Sept. 29.

Ebner, John, Monken Hadley, Middlesex. Schmidt, Tailor and Draper, High-street, Chipping Barnet, Herts, Executor. Oct. 10.

Gash, Jane, Widow, 1, Grosvenor-place, Upper Holloway, Middlesex. Bailey, Shaw, Smith, & Bailey, Solicitors, 5, Berners-street, Oxford-street, Middlesex. Sept. 2.

Hely, Michael, Coachmaker, 27, Nutford-place, Edgeware-road, Middlesex. Bailey, Shaw, Smith, & Bailey, Solicitors, 5, Berners-street, Oxford-street, Middlesex. Sept. 5.

Hodskinson, Appolonia, Spinster, 58, Margaret-street, Cavendish-square, Middlesex. Lewin & Co, Solicitors, 32, Southampton-street, Strand, Middlesex. Sept. 14.

Keene, Thomas, Esq., 3, Stanhope-terrace, Gloucester-gate, Regent's-park, Middlesex. Bailey, Shaw, Smith, & Bailey, Solicitors, 5, Berners-street, Oxford-street, Middlesex. September 2.

Merry, William Henry, Doctor of Medicine, Broadclist, Devon. Sanders and Birch, Solicitors, Exeter. October 1.

Morel, Thomas Annet Lewis, Wine Merchant and Italian Warehouseman, late of 210 & 211, Piccadilly, and 20, Ladbrook-villas, Bayswater, Middlesex. Surman, Solicitor, 11, New-square, Lincoln's-inn. November 24.

Piper, Stephen, Printer, Ipswich. Jackaman & Son, Solicitors, Ipswich. Sep. 10.

Sawyer, Harriet, Widow, Sheffield. Webster, Solicitor, 14, St. James's-row, Sheffield. Sep. 1.

Taylor, Charles, Beer-house Keeper, Stratford-upon-Avon. Hobbs & Slatter, Solicitors, Stratford-upon-Avon. Sep. 29.

Creditors under Estates in Chancery.

Last Day of Proof.

Tuesday, Aug. 6, 1861.

Bean, Edward Darrell, Victualler and Veterinary Surgeon, Bear Inn, West Malling, Kent. Bean *v.* Bean, M. R. Nov. 4.

Boyes, John, Yeoman, Hensting, Owslebury, Hants. Boyes *v.* Vear, V.C. Stuart. Nov. 15.

Clarke, Charles, Solicitor, Grove-road, St. John's-wood, and 20, Lincoln's-inn-fields, Middlesex. Clarke *v.* Justice, V.C. Stuart. Nov. 13.

Cornwell, Frances, Widow, Saffron Walden, Essex, In the matter of the estate of Frances Cornwell, V.C. Wood. Oct. 30.

Harrison, George, 169, High-street, Southwark, Surrey. Howell *v.* Harrison, M. R. Nov. 1.

HART, MAURICE, Gent., 77, Gloucester-place, Hyde-park, Middlesex. Hart v. Montefiore, M. R. Nov. 2.

HUTCHINGS, JOHN ATTWOOD, Gent., Dorset-street, Portman-square, Middlesex. Hutchings v. Hutchings, V.C. Wood. Oct. 30.

JACKSON, JOHN REID, Tailor, Cork-street, Burlington-gardens, Middlesex. Jackson v. Harvey, V.C. Stuart. Nov. 7.

D'ARCY, The Most Noble FRANCIS GODOLPHIN, Duke of Leeds, Hornby Castle, Yorkshire. Lovat v. The Duchess of Leeds, V.C. Kindersley. Nov. 7.

MOSTYN, The Honourable THOMAS EDWARD MOSTYN LLOYD, M.P., Gloddaeth, Carnarvonshire. Mostyn v. Mostyn, V.C. Wood. Nov. 10.

NATHAN, ALEXANDER, Merchant, sometime of Liverpool, but late of Burton-house, Hants. Thwaites v. M'Intyre, M.R. Oct. 29.

PEDDER, EDWARD, Esq., Ashton-park, Lancashire. Price v. Pedder, M. R. Oct. 29.

PHILLIPS, WILLIAM, China Clay Merchant and Manufacturer, Lee Moor Works, near Plympton, Devonshire. Phillips v. Phillips, M. R. Oct. 29.

SAVILL, MARIA, Widow, late of 40, Observatory-street, Oxford. Woodman v. Zealey, M. R. Oct. 29.

SMITH, JOHN, Grocer, Sittingbourne, Kent. Bryson v. Gibbons, V.C. Stuart. Nov. 15.

WALMSLEY, THOMAS, Corn Merchant, Failsworth, near Manchester. Renshaw v. Walmsley, V.C. Wood. Nov. 8.

FRIDAY, Aug. 9, 1861.

BYGRAVE, JOHN, Sutton, Norfolk. Chapman v. Bygrave, V.C. Stuart. Nov. 20.

COLWELL, THOMAS, Scale Board and Splint Cutter, Hercules Hall, Herculesbuildings, Lambeth, Surrey. Colwell v. Colwell, M. R. Nov. 5.

HALL, MARY ANN, 8, Bryan-terrace, Copenhagen-street, Middlesex. Holdstock v. Bird, M. R. Nov. 2.

HARE, FRANCIS GEORGE, Baker-street, Portman-square, Middlesex. Hare v. Hare, and Paul v. Hare, M. R. Nov. 2.

HOOPER, WILLIAM, Miller, Affpuddle, Dudley. Elliott v. Hooper, V.C. Wood. Nov. 5.

PREBBLE, RICHARD, Wine Merchant, Tunbridge Wells, Kent. Prebble v. Trustram, M. R. Nov. 1.

SHIPMAN, GEORGE, Innkeeper, Whitwell, Derbyshire. Shipman v. Chalmer, M. R. Nov. 2.

VAN DE WALL, PHILIP, Chapel-street, Curtain-road, Shoreditch, Middlesex. Van De Wall v. Wadeson, V.C. Stuart. Nov. 4.

WAUD, EDWARD, Worsted Spinner & Stuff Manufacturer, Bradford, and of Richmond House, Horton, Bradford, Yorkshire. Waud v. Waud, M.R. Nov. 11.

Assignments for Benefit of Creditors

TUESDAY, Aug. 6, 1861.

ARNOTT, SAMUEL, Hosier, 86, Goswell-street, Middlesex. *Sols.* Langford, & Marsden, 59, Friday-street, Cheapside, London. Aug. 2.

BARROW, JAMES, Maltster, Abridge, Essex. *Sols.* Crosley & Burn, 34, Lombard-street, E.C. July 10.

BAGSHAW, THOMAS, Grocer, Devonshire-street, Sheffield. *Sol.* Fretson, Sheffield. July 30.

BENNETT, EDWARD COLSTON, Stationer, 9, Skinner-street, Snow-hill, London. *Sol.* Mount, 17A, Sise-lane, London. July 27.

BENTLEY, WILLIAM, Linen Draper, 78, West-street, Leeds. *Sol.* Simpson, Leeds. June 24.

COOLEY, WILLIAM, Hosier and Laceman, Wolverhampton, Staffordshire. *Sol.* Jagger, Cannon-street, Birmingham. July 8.

DAVIS, GIDEON THOMAS, Upholsterer and Cabinet Maker, Canterbury. *Sols.* Sankey & Son, Canterbury. July 26.

ENTWISTLE, THOMAS, & THOMAS MERCER, Dyers, Radcliffe, Lancashire. *Sols.* Cooper & Sons, 44, Pall Mall, Manchester. July 30.

EVANS, JOHN, Builder and Hackney Carriage Proprietor, Wellington-road, Rhyl, Flintshire. *Sol.* Edwards, Denbigh. July 9.

FAIRBROTHER, WILLIAM, Draper, Banbury, Oxfordshire. *Sol.* Aplin, Banbury. July 5.

HAIGH, DARIUS, & GEORGE CASTLE, Coal Dealers, Huddersfield, Yorkshire. *Sol.* Drake, Huddersfield. July 17.

HILL, HENRY, Accountant, 14, York-street, Westminster, Middlesex. *Sol.* Mardon, 99, Newgate-street, London. July 11.

HUNT, GEORGE, Grocer, Chester-road, Hulme, Manchester. *Sol.* Dearden, Fulham-place, Great Clowes-street, Higher Broughton, Salford, and 34, Cooper-street, Manchester. July 31.

POTTER, RICHARD CRAWLEY, Coal Merchant, Bacton, Suffolk. *Sol.* Nash, Ipswich. July 30.

FRIDAY, Aug. 9, 1861.

COOPER, JAMES, Miller, Wooton-bridge, Isle of Wight. *Sols.* Hearn & Mew, Newport, Isle of Wight. July 15.

EVANS, ENOCH, Baker, 1, Howard-road, Stoke Newington, Middlesex. *Sol.* Heritage, 1, Wardrobe-place, Doctor's-commons, London. July 23.

EVANS, FREDERICK JOHN, Cabinet Maker, Totnes, Devon. *Sols.* Messrs. Kellock, Totnes. July 11.

GELDART, ROBERT, Shopkeeper, Hope Mansell, Hereford. *Sols.* Carter & Goold, Newnham. Aug. 2.

KIDNEY, RICHARD, Tallow Chandler, Bridgwater, Somersetshire. *Sol.* Reed, Bridgwater. July 10.

LIDDON, CHARLES, Colliery Proprietor, Taunton, Somersetshire, and Britton Ferry, Glamorganshire. *Sols.* Trenchard & Harrison, Taunton. July 16.

MACKLIN, MARTIN, Builder, Staple Garden-lane, Winchester. *Sol.* Godwin, 4, Essex-court, Temple, London. Aug. 2.

MARSHALL, JOHN, Draper, Cardiff, Glamorganshire. *Sol.* Paul, 1, Sise-lane, London. July 20.

SPARK, CHARLES WILLIAM, JOHN STOREY, WILLIAM THEODORE STOREY, and JOSEPH SAMUEL STOREY, Merchants, Newcastle-upon-Tyne. *Sols.* Hodge & Harle, Wellington-pl. Pilgrim-st. Newcastle-upon-Tyne. July 24.

WHITEHALL, EDWIN, Watchmaker, Newport, Monmouthshire. *Sol.* Cathcart, Dock-street, Newport. July 19.

Bankrupts.

TUESDAY, Aug. 6, 1861.

BENNETT, THOMAS HALE, & JOSEPH HALE BENNETT, Builders and House Decorators, Leckhampton, Gloucestershire. *Com.* Hill: Aug. 19, and Sept. 23, at 11; Bristol. *Off. Ass.* Miller. *Sol.* Williams, Cheltenham. *Pet.* Aug. 3.

COATES, THOMAS, Publican and Wine and Spirit Merchant, Sunderland. *Com.* Ellison: Aug. 13, and Sept. 18, at 11; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Ranson & Son, and W. J. Young, Sunderland. *Pet.* Aug. 1.

ELSAM, WILLIAM, & JAMES FRANCIS WALLACE, East India Merchants, 82, Gresham-house, Old Broad-street, London. *Com.* Fane: Aug. 19, at 1, and Sept. 17, at 11; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Mason, Sturt, & Mason, 7, Gresham-street, London. *Pet.* Aug 2.

GIBBS, CHARLES, Baker, Grocer, and Provision Dealer, Droitwich, Worcestershire. *Com.* Sanders: Aug. 19, and Sept. 9, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Holyoake, Droitwich, or James & Knight, Birmingham. *Pet.* July 30.

LYON, EDWARD, & JOSEPH GREENWOOD, Builders, Huyton Quarry, Lancashire. *Com.* Perry: Aug. 15, and Sept. 9, at 11; Liverpool. *Off. Ass.* Turner. *Sols.* Evans, Son, & Sandys, Liverpool. *Pet.* July 31.

MOSS, JOSEPH, Wholesale Clothier, 149, Houndsditch, London. *Com.* Fane: Aug. 16, at 12.30, and Sept. 20, at 1.30; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* Sole, Turner, & Turner, 68, Aldermanbury. *Pet.* Aug. 2.

PEARCE, JAMES, Chemist, Kidderminster, Worcestershire. *Com.* Sanders: Aug. 19, and Sept. 9, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Saunders & Son, Kidderminster, or James & Knight, Birmingham. *Pet.* Aug. 2.

PORTER, JAMES, Boot and Shoe Maker, Moor-street, Birmingham. *Com.* Sanders: Aug. 16, and Sept. 6, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Mole, Birmingham. *Pet.* Aug. 2.

SOUTHARD, CHARLES MATTHEW, Plumber and Painter, Exeter. *Com.* Andrews: Aug. 17, at 11, and Sept. 25, at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* Fryer, St. Thomas's, Exeter. *Pet.* Aug. 2.

WILSON, GEORGE, & JOHN WILSON, Carpet Manufacturers, Heckmondwike, Yorkshire. *Com.* Ayrton: Aug. 19, and Sept. 16, at 11; Leeds. *Off. Ass.* Hope. *Sol.* Iveson, Heckmondwike, or Bond & Barwick, Leeds. *Pet.* July 26.

FRIDAY, Aug. 9, 1861.

BARNETT, GEORGE, Butcher, 21, Felix-ter., Liverpool-rd., Islington, Middlesex. *Com.* Fonblanque: Aug. 23, at 1.30, and Sept. 11, at 1; Basinghall-street. *Off. Ass.* Graham. *Sols.* Depree & Austen, 23, Lawrence-lane, Cheapside, London. *Pet.* Aug. 5.

ELSAM, WILLIAM, & JAMES FRANCIS WALLACE, East India Merchants, 82, Gresham House, Old Broad-street, London. *Com.* Goulburn: Aug. 19, at 1. and Sept. 17, at 11; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Mason, Sturt, & Mason, 7, Gresham-street, London. *Pet.* Aug. 2.

FITT, FREDERICK WARNE, Machinist, Selborne, near Alton, Hants. *Com.* Fonblanque: Aug. 21, and Sept. 11, at 2; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Pownall, Son, & Cross. Staple-inn, London, and Edgecumbe & Cole, Portsea. *Pet.* Aug. 8.

FOX, FREDERICK FRANCIS, Tailor, 131, Fenchurch-street, London *Com.* Fane: Aug. 23, at 1, and Sept. 20, at 11.30; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Few & Cole, 40, Wellington-street, Southwark. *Pet.* Aug. 8.

GARTON, JAMES, & DANIEL BROWN, Hardware & Fancy Goods Dealers, Manchester. Aug. 23, and Sept. 13, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* G. & R. W. Marsland, Manchester. *Pet.* July 31.

HAIGH, JOHN, Common Brewer, Wakefield, Yorkshire. *Com.* West: Aug. 20, and Sept. 20, at 11; Leeds. *Off. Ass.* Young. *Sols.* Brown, Wakefield; or Carlss, Leeds. *Pet.* Aug. 3.

HARTLEY, RICHARD HENRY, Merchant, Halifax. *Com.* West: Aug. 20, and Sept. 20, at 11; Leeds. *Off. Ass.* Young. *Sols.* Stocks & Franklin, Halifax; or Bond & Barwick, Leeds. *Pet.* Aug. 3.

JOSEPH, NATHAN AARON, Importer of Foreign Goods, 19, Vine-street, Minories, London (N. A. Joseph & Co.) *Com.* Fonblanque: Aug. 21, at 1; and Sept. 11, at 1.30; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Spyer & Son, 8, Broad-street-buildings, London. *Pet.* Aug. 6.

LEE, GEORGE KELSEY, Linen and Woollen Draper, Sunderland. *Com.* Ellison: Aug. 21, and Sep. 18, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* J. J. & G. W. Wright, Sunderland. *Pet.* Aug. 1.

NICKS, THOMAS JOHN, Provision Merchant, 86, Tower hill, London. *Com.* Evans: Aug. 22, at 11.30, and Sep. 12, at 1; Basinghall-street. *Off. Ass.* Bell. *Sol.* Peddell, Cheapside. *Pet.* Aug. 7.

PASSLEY, WILLIAM, Builder & Cabinet Maker, Martock, Somersetshire. *Com.* Andrews: Aug. 19, at 11, and Sep. 11, at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* Floud, Exeter. *Pet.* Aug. 8.

RAGLAN, THOMAS, Stationer, 5 & 7, Millgate-street, Wigan, Lancashire. Aug. 21, and Sep. 11, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Darlington, Wigan. *Pet.* Aug. 3.

WILKINSON, GEORGE, Butcher, Swinton, Wath-upon-Dearne, Yorkshire. *Com.* West: Aug. 24, and Sept. 28, at 10; Sheffield. *Off. Ass.* Brewin. *Sols.* Smith & Burdekin, Sheffield. *Pet.* Aug. 7.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, Aug. 6, 1861.

BAGSHAW, JOHN, Lodging-house Keeper, Dovercourt, near Harwich, Essex. Aug. 27, at 12; Basinghall-street.—BATEMAN, BENJAMIN, Tea Dealer and Grocer, Norwich (Bateman & Co.) Aug. 28, at 11.30; Basinghall-street.—CUSKER, JOHN, Cotton Waste Dealer, Hanover-street, Manchester. Aug. 27, at 12; Manchester.—DAWES, CATHERINE, & CHARLES FIDDIAN, jun., Coffin Furniture and Malleable Nail Manufacturers, Birmingham. Sept. 2, at 11; Birmingham.—FOSTER, DAVID GEORGE, Ironmonger and Metal Dealer, St. John's-square, Clerkenwell, Middlesex. Aug. 27, at 2; Basinghall-street.—HAMMOND, WILLIAM PARKES, Ship Owner and East India Agent, Scott's-yard, Bush-lane, London. Aug. 27, at 1.30; Basinghall-street.—HILLIAR, WILLIAM, Hotel Keeper, Eastham, Cheshire. Sept. 3, at 11; Liverpool.—MELLOR, WILLIAM, Butcher and Cattle Dealer, Alderley, Cheshire. Aug. 30, at 12; Manchester.—MOORE, JOHN, Ironmonger, 86, Chalton-street, Euston-road, Middlesex. Aug. 28, at 10.30; Basinghall-street.—MOTT, THOMAS, Cabinet Maker and Upholsterer, Salisbury, Wilts. Aug. 28, at 12; Basinghall-street.—PEACOCK, RICHARD, Licensed Victualler, Sportsman Tavern, Southwark Bridge-road, Surrey. Aug. 28, at 11; Basinghall-street.—ROTHWELL, JAMES, Manufacturer, Ridge Mill, Ramsbottom, Lancashire. Aug. 30, at 12; Manchester.—ROYLE, GEORGE, Flint Glass Manufacturer, Sutton, near St. Helen's, Lancashire. Sept. 3, at 11; Liverpool.—SIMCOX, GEORGE PRICE, Carpet Manufacturer, Hendham Vale, Collyhurst, Manchester. Aug. 30, at 12; Manchester.—STEWART, JOHN, Ironfounder and Boiler Maker, Preston, Lancashire. Aug. 27, at 12; Manchester.—SYMONS, THOMAS, Leather Seller and Boot Maker, 9, Princes-terrace, Caledonian road, Islington, and 36, St. John-street, Clerkenwell, Middlesex. Aug. 29, at 11; Basinghall-street.—TURNER, JOHN, jun., Licensed Victualler, 5, Little Ormond-street, Middlesex. Aug. 16, at 1; Basinghall-street.—WEBSTER, WILLIAM HOCKS, Corn Merchant and Baker, Chipping Ongar, Essex. Aug. 27, at 1; Basinghall-street.

FRIDAY, Aug. 9, 1861.

BAKER, JOHN, Tanner and Farmer, Heathfield, Sussex. Aug. 31, at 11; Basinghall-st.—BEARD, ROBERT, Wheelwright, Snow's-fields, Bermondsey, Surrey. Aug. 31, at 12.30; Basinghall-st.—COPLAND, JAMES BENJAMIN, Wine & Spirit Merchant, Manchester. Sept. 3, at 12; Manchester.—DAWES, CATHERINE, and CHARLES FIDDIAN, Jun., Coffin Furniture and Malleable Nail Manufacturers, Birmingham. Sept. 2, at 11; Birmingham.—EATON, CHARLES, Jun., Leather Factor, South King-street, Manchester. Sept. 3, at 12; Manchester.—GASKELL, HENRY BROADBENT, Broker, Liverpool. Sept. 3, at 11; Liverpool.—JAMES, ABRAHAM HENRY, and THOMAS ROBERTS, Builders, Newport, Monmouthshire. Oct. 7, at 11; Bristol.—LAIDLER, WILLIAM, Boot and Shoe Manufacturer, Sunderland. Aug. 21, at 12; Newcastle-upon-Tyne.—NEECH, JOHN, Miller & Coal Merchant, Aylsham, Norfolk. Sept. 5, at 11; Basinghall-street.—PENNELL, SPENCER PERCIVAL, Commission Merchant, Liverpool. Aug. 30, at 11; Liverpool. SHANLEY, PATRICK, Boot and Shoe Maker, Manchester. Aug. 30, at 12; Manchester.—VICKERS, ARCHIBALD. Cotton Spinner, Disley, Cheshire. Aug. 30, at 12; Manchester.—WISEMAN, JOHN, Printer, Bookseller, & Stationer, Luton, Bedfordshire. Aug. 31, at 11.30; Basinghall-street.

We cannot notice any communication unless accompanied by the name and address of the writer.

** *Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher*

THE SOLICITORS' JOURNAL.

LONDON, AUGUST 17, 1861.

CURRENT TOPICS.

The Fifth Congress of the Social Science Association was opened at Dublin on Wednesday last. Lord Brougham delivered the inaugural address as President, in the evening of the same day, to a vast assemblage of persons. After a rapid historical review of the progress of the natural sciences, introduced for the purpose of showing that they were all subject to the law of gradual advance and slow development—the noble lord proceeded to point out that the science of social life must be controlled by the same conditions. The different outlines of the subject-matters about to be discussed were then indicated and commented upon successively, in the following order—jurisprudence, education, health, reformation of criminals, temperance, and female employment. Jurisprudence, as being the most important of the departments, was taken first; and in reviewing what had taken place last year, his lordship observed that the suggestions made by the society as to the Patent Law and the reports on Private Bill Legislation had, as yet, produced no fruit. But he was enabled to state that the propositions made by Vice-Chancellor Sir W. P. Wood on the subject of charitable trusts had been to a great extent adopted by the Charity Commssioners under the Duke of Newcastle. These proposals, as our readers will recollect, were discussed by the Law Amendment Society in January last, and this approval on the part of the Commissioners may be considered a decisive step in the direction of a future amendment of the law of mortmain. After alluding to the new Bankruptcy Act, the President devoted much consideration to the history of the question of consolidation, congratulating the Association on the passing of five Acts, containing a digest of the main body of the criminal law. This result he attributed mainly to the exertions of the society, associating with those exertions the names of Messrs. Bellenden Ker, Starkie, Greaves, and Lonsdale; and to the labours of Sir Fitzroy Kelly. Lord Kingsdown's Act for amending the law as to the wills of British subjects abroad, and Mr. Villiers's Irremoveable Poor Act, next came under review; and with a recommendation of the Marquis of Clanricarde's proposal for extending to Ireland the same system of collecting judicial statistics as that which prevails in England, his Lordship passed to another department. Legal questions were thenceforth more sparingly touched upon. It may be added, however, that the examination of Captain Crofton's system of dealing with criminals, as exhibited in Ireland, was made a leading feature of the programme. "Here," says Lord Brougham, speaking of Ireland, "the problem has been solved how to deal with convicts, and send them forth cured, instead of subject to relapse, infecting others—criminals and the teachers of crime." The international questions which were likely to engage the society's attention were alluded to. Lord Brougham referred to the system of promotion of judges which prevailed in France, and added, "In England there is no law against such promotions, but they are universally discountenanced, and very rarely take place. In seventy years that I have known our courts, I only remember two instances of a puisne being made a chief; for the case of Sir V. Gibbs was that of an Attorney-General promoted, after being, from accidental circumstances, a puisne judge. Parliament would at once interfere were such advancements ever made, except in very peculiar circumstances." We do not observe throughout the address any strong indication of further proposed changes in any important branch of jurisprudence. It was, perhaps, felt by the speaker that the recommendation of practical measures of legal reform was not his appropriate task, and that generally to record and pass approbation on what had been done was all that required of the President of the Association, on the occasion of an opening address. Lord Brougham's reception was most enthusiastic. At the close of his address, he was congratulated in eloquent terms by the Lord Lieutenant, the Right Hon. Mr. Fitzgerald, and the Duke of Wellington. The business of the session commenced on the following day. Abstracts of some of the more important papers on juridical subjects we hope to be able to lay before our readers

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It is not often that the tranquil flow of judicial administration is disturbed by such an incident as that which occurred in the Court of Bankruptcy on Monday. An announcement by Mr. Commissioner Fane not only took the members of the bar who were present by surprise, but afforded no little astonishment to the rest of the profession remaining in London, who found, in the Tuesday-morning papers an invitation to Basinghall-street to hear the judge read a letter which he had addressed to Lord Palmerston, "expressing his feelings as to the manner in which the commissioners had been treated by the new Bankruptcy Bill, now to become law." They were relieved from suspense on the following day, by finding that the commissioner had yielded to the arguments of a gentleman, in whose judgment he placed confidence, and upon his recommendation had resolved to postpone reading the letter until the re-assembly of the legal world after the holidays. The commissioner is reported to have expressed regret at the disappointment he had occasioned, which would not, however, be of long duration, for that, after the vacation, he should certainly read the letter. Whereupon, amidst much laughter, we are informed, the assembly dispersed. We sincerely trust that the learned commissioner will be dissuaded from carrying out his resolution; and that the arguments of the gentleman on whose judgment he relies will be employed to show that if it be unwise to read the letter when the legal world is out of town, it will be no less indiscreet to do so upon its return. We are not surprised that this escapade of the learned commissioner has struck the public mind with a strong sense of its impropriety. A letter addressed in a formal manner to Lord Palmerston, merely as a vehicle for expressing the writer's opinions, and published in the usual way, would have been harmless enough; and we cannot suppose that a representation made to one of the numerous critics of the Bankruptcy Bill during its progress through Parliament would have been neglected. We believe the views of Mr. Commissioner Fane would have met with the attention which is due to his experience and known ability. Indeed, we remember, some three years since, the publication of suggestions by the learned commissioner on this very subject, which were extensively circulated, and one, at least, of which—the abolition of the distinction between bankruptcy and insolvency—has been carried out. The strong objections which, if we recollect right, he there expressed to the system of private arrangements with creditors have been obviated, in a great measure, by the provisions in the new Act for the registration of deeds of composition. But as the address on Monday last seems to point to the personal grievances of the commissioners, we can only guess that Mr. Commissioner Fane's grounds of dissatisfaction with the measure are private rather than public, and conclude that the letter to the Premier is not in very flattering terms. Under any circumstances in the unfortunate demonstration which has been threatened and all but made, we can see nothing

but accumulated breach of decorum, if not of duty. That a judge should write a complaint of part of the law which he is bound to administer, after it has passed through Parliament; that he should address himself, not to either branch of the Legislature, not to the Attorney-General, or the Lord Chancellor, who had charge of the Bill, but to the Premier during the recess; and that he should select his own court as the place in which to state his objections, and invite the legal profession to attend and hear him, is a combination of errors, which we should have thought it impossible that any judicial officer of the Crown could have dreamt of committing. The Master of the Rolls is opposed to the Courts of Justice Building Bill, but he has not thought fit to denounce the measure from his seat in the Rolls House. He has been content, with no loss of dignity, and we doubt not with adequate effect, to petition the House of Lords against the removal of his Court. Even the messengers of the Bankruptcy Court took time by the forelock, and did not wait till the Bill had become law before they raised their cry for compensation and sinecures. And why Lord Palmerston should be held answerable any more than any other member of the Legislature for the wrongs inflicted by Parliament, it is difficult to understand. We are glad to know that the indiscretion is at present only half committed; there is still left a *locus pœnitentiæ*, and the dignity of the bench need not wholly be sacrificed. The outcry of indignation and ridicule that has been raised by the press must warn the learned commissioner that a violation of judicial gravity is keenly felt by the public, and is resented with prompt instinct. We, on behalf of the legal profession, must equally protest against so injurious an error. Exhibitions of want of dignity on the bench though rare, have been endured for the sake of compensating merits; but that the authority of the judgment seat should be employed in assailing the Legislature, on behalf of the private grievance of a judge, is a thing which no community in this country will ever tolerate.

The Bishop of Salisbury, in a recent charge, has announced the commencement of a prosecution against the Rev. Dr. Rowland Williams, vicar of Broad Chalk, Wilts, on account of the article on "Bunsen's Biblical Researches," contributed to "Essays and Reviews.' The articles are fifteen in number. They set forth certain passages from the essay, and charge that they express opinions which are antagonistic to certain of the Articles of Religion. They also article and object that in certain specified passages the defendant had advisedly maintained and affirmed certain doctrines, positions, or opinions, which they proceed to describe in other words, and declare that the same are contrary to certain of the Articles of Religion, to one of the Creeds, and to the teaching of the Church. They further article and object that in certain passages the writer has advisedly maintained and affirmed that certain canonical books of the Old Testament are not authentic, and have no authority binding on the Church, and charge that the doctrine thus maintained is contrary to the Articles of Religion, and the teaching of the Church, as shown in the form and manner of making deacons; and after an enumeration of other charges, they are summarized in the following terms by the seventeenth article:—"And we further article and, object to you, the said Rev. Rowland Williams, that the manifest tendency, scope, object, and design of the whole Essay is to inculcate a disbelief in the Divine inspiration and authority of the Holy Scriptures contained in the Old and New Testament, to reduce the said Holy Scriptures to the level of a mere human composition, such as the writings of Luther and of Milton; to deny that the Old Testament contains prophecies or predictions of our Saviour and other persons and events; to deny that the prophets, speaking under the special inspiration of the Holy Spirit, foretold human events; to deny altogether, or greatly discredit the truth and genuineness of the historical portions of the Old Testament, and the truth and genuineness of certain parts of the New Testament, and the truth and reality of the miracles recorded as facts in the Old and New Testament; to deny or interpret by a meaning at variance with that of the Church the doctrines of original sin, of infant baptism, of justification by faith, atonement and propitiation by the death of our Saviour, and of the incarnation of our Saviour." The cause is so far progressed that it will probably be ready for hearing next term.

It is announced that the opening of the New Library at the Middle Temple by the Prince of Wales, will take place shortly before the beginning of next Michaelmas Term. It is proposed that a body of members of the Society, being also volunteers of the Inns of Court regiment, should form a guard of honour on the occasion; and those who desire to be of the number are requested to forward their names to the orderly room, Lincoln's Inn.

Mr. Charles Pearson, the city solicitor, who has for some time been very seriously indisposed, is now considered out of danger; and it is probable that in the course of a few weeks he will be able to resume his professional duties.

PARLIAMENTARY PAPERS OF THE SESSION RELATING TO THE LAW AND LAWYERS.

I.

The means of forming an independent opinion on the legislative measures of the day are neither abundant nor accessible in proportion to the growth of journalism. Advocacy of particular interests or views is sufficiently plentiful. If, for instance, a Bankruptcy Bill be pending, all kinds of articles, official, commercial, territorial, and critical, are daily and weekly poured out through a score of newspapers. The tactics followed add variety to the arguments. *Suppressio veri*, *suggestio falsi*, *argumentum ad hominem*, or *ad verecundiam*, or *ad vim*, become recognised divisions of the labour of periodical literature. But will not the truth be brought out at last? Is not the public the ultimate judge to detect, by the aid of unlimited licence of advocacy, the weak and strong points of every one of the parties before it? Doubtless the public might exercise judicial faculties, if it had the advantage of hearing both sides and every side of the question. In one sense, indeed, all sides are heard: divide the public into sections, and every section hears its advocate. Every section may, if it will, be waited upon, flattered, goaded, fooled, or frenzied to the top of its bent. Pinning his faith on leading articles many a man has the editorial finger for the centre of his orbit. Under this reproach lawyers lie less than any other class. Their peculiar experience teaches them that it is better to go to the fountain head than to follow devious and tainted streams. We have thought it well, therefore, to bring before our readers, in an orderly manner, and within a short compass, a view of the papers relating to the law and lawyers; which in some cases have served Parliament as a ground for measures during the past session, in others may probably furnish materials or motives for future measures, and in others again are intended to show the working of past legislation. The papers may be classed under the following heads:—1. Papers relating to legislation itself. 2. To the Crown, courts, and superior and other judges in respect of the administration of the law. 3. The Police and the execution of the criminal law. 4. The public expenditure. 5. Land and conveyancing. 6. Miscellaneous matters. Of these papers the greatest part are returns made to one House or the other on the motion of members. Some are returns made pursuant to Acts of Parliament. Some are papers presented to the Houses

by the Queen's command. As one object which we have in view is to give to our readers such information of all the papers which are likely to be specially interesting to the profession as will, at least, acquaint them with the existence of, and enable them to identify every such paper, we shall mention all, with the distinctive numbers of such as are numbered. Our collective notice of the contents of the papers must necessarily be limited.

1. LEGISLATION.

The Report from the Select Committee on Expiring Laws (H. C. 304) shows what temporary laws of a public and general nature are now in force, and what laws of the like nature have expired since the last report upon the subject; and also what laws of the like nature are about to expire at particular periods, or in consequence of any contingent public events; and contains observations of the committee thereupon. The last preceding report was made on the 11th of June, 1860. The present contains a register of the temporary laws now in force; an index of temporary laws under two classes—1, where the duration is certain; 2, where it is uncertain; an index to laws expired since the last report; and an index of the subject matter of the Acts reported. Among the first of the two classes may be mentioned the Episcopal and Capitular Estates Management, Copyhold Inclosure and Tithe Commissions, Turnpike (G. B.), Divorce Court, Ecclesiastical Jurisdiction, Poor Law and Incumbered Estates (West Indies) Acts. Among those of the second class, the Extradition, Bank of England, and East India Company's Dividend Acts. This report must not be connected with the Statute Law Revision Act passed last session, which is a measure not dealing with expired or spent Acts, but confined to Acts virtually although not specifically repealed. But for other purposes of consolidation or rather of reduction of the statute book, a comparison of each with its successor of these reports made from year to year will be a valuable index of expired Acts. In the matter of actual consolidation, if Mr. Coode will allow the word on the present occasion, the thirty who, including the principal lawyers in the Commons, were selected to consider the Criminal Law Bills, have reported their proceedings in detail (H. C. 240). The committee sat eight times, the Solicitor-General in the chair, two sittings being deliberative of the course of proceeding, and three devoted to the Offences against the Person Bill. Four of the Bills were disposed of at one and the last sitting. Out of the thirty the names of four, six, or seven only appear in many of the divisions of the committee.

2. ADMINISTRATION.

The papers respecting the international action of the Government hold the first rank. The case of the fugitive slave Anderson, and the United States blockade, have each furnished a correspondence presented by the Queen's command. The Anderson paper has fifty-one pages, containing twenty letters with numerous enclosures. General Cass makes his application to our *chargé d'affaires* at Washington, who communicates with the Foreign Secretary, who communicates with the Colonial Secretary, who communicates with the Governor of Canada, instructing him to take such measures as are warranted by the law of Canada to deliver up the fugitive. The Colonial Minister, having afterwards received a copy of the Toronto judgments, writes to the governor that the case "is one of the gravest possible importance, and her Majesty's Government are not satisfied that the decision of the court at Toronto is in conformity with the view of the treaty which has hitherto guided the authorities in this country." The governor is to abstain in any case from completing the extradition. He writes for instructions that he may be prepared on the decision of the appeal. The *habeas corpus* having issued here, the Foreign Minister thinks the only thing now necessary is for the governors to facilitate the action of the Queen's Bench at Westminster. This writ and the local Common Pleas writ are at Toronto at the same time, racing to Brantford. Mr. Dallas sends home from the legation at London slips of leading articles in the *Globe* and *Times*, and of Mr. Denman's and Mr. Fowell Buxton's letters in the *Times*, and remarks in his own letter on "the professional astuteness" invoked to defeat the treaty, on "the pungent and uncompromising hostility to social bondage which prevails throughout this country," and on the "surprising celerity" with which the Lord Chief Justice granted the *habeas corpus*.

The correspondence respecting the blockade is a shorter affair, running only to thirteen pages, and containing four letters with their inclosures. Our *chargé d'affaires* is careful to receive the communication of the President's proclamation as an announcement of an intention only. When he presses Mr. Seward for information as to the mode in which the blockade is to be carried into effect, and draws attention to the vagueness of the information given, as compared with the European custom, the reply is that the United States notifies the blockade individually to each vessel approaching the port, inscribing a memorandum on the ship's papers; and further, that there will be an effective blockade of 3,000 miles of coast from Chesapeake Bay to the Rio Grande. Mr. Seward promises a copy of the instructions issued to the blockade officers, and an equitable consideration of any case of a British vessel. A notification is published of the effective blockade of the ports of Virginia and North Carolina. Mr. Seward now finds no precedent for communicating the instructions to foreign governments. The proclamation, he says, is mere notice of an intention. 1. The blockade will be on recognised principles. 2. Armed neutral vessels will have the right to enter and depart. 3. Merchant vessels in port at the time of the blockade will have a reasonable time to depart. Permission is asked to send British vessels in ballast from New York to bring away stores and timber bought, and, in some cases, paid for, by British subjects, and lying at the port of Norfolk in Virginia. Mr. Seward refuses, the like rule having been enforced against Americans having cotton at Norfolk. British vessels arrived in ballast for cargo are blockaded. The consuls at Richmond and Baltimore write for advice and instructions. 4. Neutral vessels in ports for cargo are to be allowed fifteen days from April 27 for lading and clearing out. 5. The date of the commencement of the blockade in each locality will be fixed by the issue of a notice to the blockade officer; but, as appears, will not be officially communicated to neutral nations.

By a letter of June last (H. C. 300) to the Lords of the Admiralty, the Foreign Minister, for the purpose of observing the strictest neutrality between the United States and the "so-styled Confederate States," has proposed to interdict the armed ships and privateers of both parties from carrying prizes into the ports or waters of the United Kingdom, or of the Queen's colonies or possessions.

Taking next in order the House of Lords in its judicial capacity, a paper (H. L. 62) has been furnished, which, by the side of the Divorce Court return to be presently noticed, will afford means for a comparison. The paper specifies the petitions for Divorce Bills, and the introduction of such Bills from 1800 to 1860, distinguishing the Ecclesiastical Court where the earlier proceedings were had, and stating whether the Bill became law. In recent years, the petitions and Bills were in 1850, seven; 1851, five; since, from two to four only in each year. All the Bills in 1850 passed; two failed in the next year; and two out of three in the next. The greatest number of Bills was in 1830—nine, of which eight passed. In many years there were not more than two Bills.

Respecting the Courts, the papers which relate to or

bear upon the design of giving to the superior courts in general a local habitation claim the first notice. The return (H. C. 84) respecting the Suitors' Fund, under section 63 of the Act of the 5th of the Queen for making further provisions for the administration of justice, gives a balance on the 1st of October last of stock £4,119,155 1*s.* 1*d.*, and cash, £20,054 17*s.* 8*d.* The total payment thereby for the preceding year to retired and present chancery officers, and for expenses and costs, was £61,338 13*s.*; and, under the 15 & 16 Vict. c. 87, surplus interest, amounting to £51,162 9*s.* 3*d.*, was carried to the Suitors' Fee Fund Account, making together £112,501 2*s.* 3*d.* as the total charge on the income of the Suitors' Fund. The Suitors' Fee Fund Account shows an income from various sources for the year ending November last of £158,213 7*s.* 10*d.* to meet payments of certain other chancery salaries and expenses, also salaries and expenses under the Lunacy Regulation Act, and of the Taxing Office, amounting altogether to £156,991 14*s.* In the Fee Fund there was also a balance of cash at that date of £83,537 13*s.* 8*d.*, and stock placed out, £201,028 2*s.* 3*d.* The account of the superior courts of common law (fee fund), (H. C. 443), under the 15 & 16 Vict. c. 73, exhibits at the end of 1860 a sum of £99,740 10*s.* 5*d.* to the credit of the fund, the increase of the annual sum having been for each of the last two years about £11,000.

The Treasury Minute of July, of which a return was made to the House of Commons (440), estimates the cost of the new law courts at £2,000,000; the portion of the Suitors' Fund, the stock of the Suitors' Fee Fund, and the accumulation of surplus common law fees (£88,254), which were recommended by the Courts and Offices Commission as available for building the new courts, the minute estimates as of the value of £1,400,000. But the income of the first two funds being, as we have just seen, nearly absorbed by the charges on it, a deficiency estimated at £45,000 a year would arise to be provided for out of the Consolidated Fund; against which deficiency the commissioners proposed to appropriate annual surplus fees of the Common Law, Probate, and Admiralty Courts, £22,000 a-year; but, since in the last two courts the surplus fees are carried to the Exchequer, the deficiency would, in truth, fall upon the general revenue. The accumulated surplus common law fees also are payable into the Exchequer, while Parliament votes the salaries of the common law establishments; therefore, the minute does not admit the argument that the surplus income arising from this fund is disposable for special purposes. So that, instead of £1,400,000, only £1,311,000 (from the Suitors' Funds) would be available, leaving upon £2,000,000 £689,000 as the probable deficiency to be voted by Parliament, and an annual charge of £45,000 also to be voted to meet the deficiency of the income of the Suitors' Funds. The annual charge will abate as life compensations fall in, and is valued at £410,000, making with the £689,000 a total to which the public will be liable, of £1,099,000 (stated at £1,052,000 in the minute.)

The minutes of evidence on the Courts Building Act (Money) Bill (H. C. 441) contain the testimony of Mr. H. R. Abraham (the architect), Mr. Harvey Gem, Mr. J. Young, The Master of the Rolls, Mr. T. Hardy, Mr. C. Roberts, and Mr. J. J. Johnson. The exact site, extending west only as far as Yeates' and Horseshoe-courts, so as not to interfere with Clement's Inn, is 565 feet on the Strand side, 595 in Bell-yard, 735 in Carey-street and further west, and 375 on the remaining side. It is remarkable as having no public building or factory in so large an area. Twenty-one courts are thought necessary by the Lord Chancellor. There is provision also for 710 rooms, and a depository of wills, occupying in all, together with the passages, 617,500 superficial feet. The difference of level (sixteen feet and a half) between Carey-street and the Strand offers advantages in a building with a frontage seventy feet high in the Strand. A bridge over Fleet-street is not contemplated, as the height of vans would render forty steps necessary.

Among the papers relating to the particular courts is a copy (H. C. 92) of the appointment of the commission to inquire into the constitution of the Accountant-General's department of the Court of Chancery, the forms, business, and the custody and management of the funds. The commissioners are the Duke of Argyll, Lord Kingsdown, Sir George Grey, Mr. R. W. Crawford, Mr. P. W. Rogers, Mr. W. G. Anderson, Mr. W. S. Cookson, and Mr. E. W. Field.

Bankruptcy Court Finance for 1860 occupies two returns (H. C. 80, pursuant to 12 & 13 Vict. c. 108, and H. C. 106). The accounts are kept under four heads. 1. The general account of bankrupts' estates, in which there were paid in by the official assignees and others £868,323 6*s.* 9*d.*, and by sale of stock from the Bankruptcy Fund Account, £79,643 15*s.*; paid out by orders, £383,752 1*s.* 7*d.*; and as dividend, £560,312 14*s.* 4*d.* 2. The Bankruptcy Fund Account, the net balance of which, on the 1st of January, was £1,436,241 6*s.* 2*d.* Stock. 3. The Unclaimed Dividend Account. 4. The Chief Registrar's Account. This account states the year's revenue (including £42,510 18*s.* 9*d.* interest on the 2nd, 3rd, and 4th accounts) at £90,322 5*s.* 5*d.*, and the year's charge (including £20,443 18*s.* 9*d.* for compensations and retiring annuities) at £81,050 5*s.* 6*d.* The total amounts received and paid by the Bank of England, on account of the Accountant in Bankruptcy in 1860, were £1,038,894 4*s.* 10*d.*, and £1,026,215 1*s.* 5*d.* The names of all persons holding office in the Bankruptcy and Insolvency Courts of England and Wales, with the dates of their appointments, and the modes and amounts of their annual payments on an average of seven years, have been also returned (H. C. 124). In London there are five bankruptcy commissioners with £2,000 a-year a-piece; six registrars, £1,000 each; chief registrar and six clerks, £2,500; accountant and nineteen clerks, £7,040; taxing master and two clerks, £2,000; nine official assignees, per centages from £2,681 to £900; five messengers, fees and profit from copying, from £1,500 to £1,054; two under officers, five ushers, six brokers, £427 to £350; the registrar of meetings, and five persons in charge of the buildings. In the country are eight commissioners, £1,800 each; eleven registrars, £800 each; seventeen official assignees, from £1,846 to £746; eleven messengers, £950 to £435; ten ushers and eleven brokers. The total and net remunerations received by the official assignees in 1860 may also be found in a separate return (H. C. 40), with the number of adjudication and other petitions allotted to each. Selecting the highest net remuneration, £2,487 4*s.* 9*d.*, the adjudication petitions were fifty-eight, and the others, six. A return (H. C. 78) from the messengers of the London and district courts, shows the charges and fees received by them for 1860, their payments thereout and the number of meetings held under each commissioner. The sittings in 1860 (H. C. 76), were, public, 3,812 in bankruptcy and 67 under the Joint Stock Winding-up Acts; private, 2,155 and 13 respectively. The number of appeals to the Vice-Chancellor and Lords Justices, since the abolition of the Court of Review, has been 646, occupying 215 days; in addition the Vice-Chancellor disposed of 470 original petitions (H. L. 96). The report of the law lords and other peers constituting the select committee of twenty-one on the Bill (H. C. 320) gives account of seven sittings, of divided opinion on the retrospective action and the powers to the creditors' assignees, but of unanimous rejection of the chief judge.

The quick and pleasant way in which matters were managed in the Divorce Court suggested the propriety of a return of the number of petitions, with the dates of the acts of adultery or other acts which were the foundation of them, the number of undefended cases, and the decrees. In this paper (H. C. 69) we find one dissolution petition in which the alleged adultery was in 1823; 59 in which it took place in 1856—the year before

the Act passed; and 85 in which it was in 1858. The total number of dissolution petitions to the 21st August, 1860, was 604. There is also a summary of separation and other petitions, giving the totals—separation, 195; restitution of conjugal rights, 32; nullity, 13; protection of property, 85. The dissolutions decreed are set down at 239; refused, 19; of which 212 were undefended cases.

The salaries of the judges, registrars, and others of the London and Dublin Probate Courts form the subject of a return pursuant to the Probate Court Acts (H. C. 133), with an account of fees and monies received in 1860; fees received by the English and Irish district registrars, and the disbursements; also the compensations. The salaries in London amount to £36,780; the fees in the London Court to £54,636 10*s.* 6*d.* For both parts of the kingdom the compensations to proctors and officers amount to £115,987 1*s.* 6*d.* in the year, with £9,699 composition for annual sums under £10: the Rev. Robert Moore figures for £7,990 2*s.* 5*d.* a year; the Chester registrar for £3,498 8*s.* 4*d.*; the joint York registrars for £2,008 2*s.* 8*d.*; the Lincoln registrar for £530 2*s.* 11*d.*; the Dublin registrar, £2,579 4*s.*; six proctors for above £1,000 a year each, two of them, apparently a firm, for £2,519 3*s.* together. In all, there are fifteen columns of English and Irish compensationists, at about fifty to the column, or a total of some 750. The stamp duty paid in 1860 on probates and letters of administration (H. C. 209) is £708,333 for London; for Wakefield, which is the highest of the 40 district registries (English), £46,792.

Passing from the overpaid to the Great Unpaid, among whom the shepherds of the Church are not conspicuous for tenderness to the sheep brought before them, it appears (H. C. 198) that in the counties of England, exclusive of Somersetshire, which made no return, there are or were 1,183 magistrates in holy orders. Some are mentioned as since dead, and others as not acting, including the Archbishops of Canterbury and York and the Bishop of London, who all are both Middlesex and Suffolk magistrates. The clerical magistrates of Wales number 174, giving a total of 1,357.

Lastly, the working of the County Courts is illustrated by a paper (H. C. 335), which states that in the Liverpool Court, during the year ending April, 1861, the fewest number of days between ordinary summons and hearing was seventeen, the number of cases so heard being 150; forty-seven was the greatest number of days, in one case only; the average interval was twenty-seven days; number of unserved summonses, 2,131; proportion of served to unserved, ten to one. In judgment summonses the least and greatest intervals were fourteen and thirty-five days, and the cases for those intervals, thirty-two and twenty-five; unserved summonses, 1,270; proportion of served to unserved, about two to one. A like return for Manchester gives an average interval for ordinary summonses at twenty-one days; unserved summonses, 1,597; proportion about eleven to one; judgment summonses, least and greatest intervals, twenty-one and forty-nine days; unserved summonses, 1,427; proportion, about the same as Liverpool.

The Courts, Appointments, Promotions, Vacancies, &c.

SUMMER ASSIZES.

WESTERN CIRCUIT.—BRISTOL.

Aug. 10.—The commission was opened in this city to day. There were twenty-one causes entered, five of which were marked for special juries.

NORTHERN CIRCUIT.—LIVERPOOL.

Aug. 10.—The commission was opened in this town to-day.

The Queen has conferred the honour of Knighthood upon Roundell Palmer, Esq., her Majesty's Solicitor-General.

Recent Decisions.

EQUITY.

EQUITABLE MERGER.

Brandon v. *Brandon*, V.C. K., 9 W. R. 825.

This case involved a very difficult question of equitable merger. A. and B. were owners in fee as tenants in common, of certain freehold and leasehold property, whereof A. granted several building leases, containing the usual covenants. In 1807 (B. being then dead), A. and B.'s devisees in trust granted another building lease at a pepper-corn rent to C., which he subsequently assigned to A. only. In 1808, the trustees of B. agreed to grant A. a lease of another portion of the lands of which they and B. were joint owners in fee. But it was not until 1819 that the lease was granted, A. having meantime, in 1816, granted a building lease of the same lands to another party. In 1819 (A. being then dead), his trustees and the trustees of B. granted a lease of some portion of the freeholds not comprised in the lease of 1807 to a party who afterwards assigned it to A.'s trustees. In a suit then instituted to administer the estate of A., it was held that he died intestate as to one-ninth of the fee simple estate, which descended on his heir. From 1788 to 1846, the legal estate in the whole property was outstanding in a mortgagee. In 1785, the owners in fee of the lands held on lease by A. and B., granted what was called a manor building lease to the mortgagee for ninety-nine years. In 1787, he and the owners in fee granted a lease to A. In 1788, the mortgagee assigned all his interest in the lease of 1787 to A. and B. In 1790, the owners in fee, together with A. and B., granted three building leases of three other portions to the lessee of 1807, who, in 1806, also assigned his interest in those three leases to A. and B., to whom a renewal of the manor lease was granted. Upon this state of facts the questions were, first, whether the assignment by the lessee of 1807 operated as a merger of the interest in the lease in A.'s fee simple estate in reversion; secondly, whether there was a merger by reason of the assignment by the lessee of 1819 to A.'s trustees; and thirdly, as a consequence of the other questions, whether A.'s heir-at-law took a portion of the fee simple in possession, or in reversion expectant on the determination of the lease. There was also a question whether the merger, if such took place, were legal or equitable. Mr. Christie, one of the conveyancing counsel before whom the title was laid preliminary to a sale, raised the question of a merger. Kindersley, V.C., held that the parties having always acted upon the assumption that there was no merger, could not now contend that there was, as such a claim would be clearly inequitable.

Although equity, as regards the doctrine of merger, will follow the law in applying that doctrine, and will hold that if the circumstances of any particular case would have caused a merger at law if the interests were legal, then that a merger takes place of the similar equitable interests in equity, yet the Court will not apply this doctrine, if any other circumstance in the case wolud render such a construction inequitable. The Court also deals, as the Vice-Chancellor observed in this case, with a legal merger on equitable grounds. It has been considered that a court of law would, *e converso*, deal with a question of merger in some cases upon equitable grounds. We are strongly disposed, however, to impugn the soundness of this opinion, unless the inequitable circumstances connected with the legal merger would have amounted to fraud at law. In the present case the Vice-Chancellor seems to have considered that the complication of rights to which the application of the doctrine would give rise, was sufficient to preclude the assumption of its applicability. The facts certainly are very complicated, as are also the legal questions which they occasioned. No point of pure law, however, existed in the case as the legal estate had been outstanding from 1788 to 1846. If there was a merger of the equitable interest in the leases of 1807 and of 1809, upon their assignment to A. and to A.'s trustees, a question would arise as to the performance of the covenants. If those leases were of the freehold property, the effect of holding that there was a merger would be that there would be a merger only of A.'s undivided moiety, there being a rent reserved, one moiety of which belonged to B.'s trustees. There must be thus a division of the rent, and of the covenants. B.'s trustees might, therefore, have a right of action against A. The Vice-Chancellor supported his view of the case by a reference to the complications that would be introduced by the various manor and building leases, if a merger were to be deemed to have occurred. It may,

however, be doubted whether complications as to rights can be allowed to control a general doctrine of equity. Why should the claim of B.'s trustees against A. for a moiety of the rent be deemed sufficient to prevent a merger, and why should complications, however numerous, as they were not necessarily present to the minds of the parties to the assignment, be deemed to have altered the character of the transaction? If, indeed, B.'s trustees would be injuriously affected, (and this was the Vice-Chancellor's opinion), by holding that a merger took place, the lease could be deemed not to have been merged as regards them, but to have been merged as regards A.'s heir-at-law, and the beneficiaries under his will; *Danby* v. *Danby*, Finch 220; *Charlton* v. *Low*, 3 P. W. 328. The equity of the former cannot be held to apply as between the latter. As to the acquiescence of all parties in the assumption that a merger had not taken place, it is doubtless a material incident in the case, and tends to support the decision of the Vice-Chancellor, although it was not the ground upon which he mainly rested his decision. On the whole, the effect of the Vice-Chancellor's decision is to limit the application of the doctrine of merger whenever it would defeat the intention of the parties, as indicated either by their conduct at the time or subsequently. It appears to us, however, doubtful whether acquiescence in the assumption of a merger, if such did not occur in point of law, does not afford ground rather for a new equity than for holding that a merger actually occurred, so as to alter the rights of the heir at law and of the devisees of one of the parties.

COMMON LAW.

Law of Banks—Rule as to forwarding Cheques.

Hare v. *Henty*, C. P., 9 W. R. 738.

The proper course of practice with regard to the transmission of a cheque paid into a bank by one of its customers to the bank on which it is drawn was laid down by Lord Ellenborough in the case of *Rickford* v. *Ridge* (2 Camp. 537). The rule, as there established, is that the cheque must be sent off the next day after it is received, but that there is no obligation to send it the same day; and that, consequently, if the bank on which it was drawn should have happened to have stopped payment before the cheque arrived there, although, had it been forwarded the same day that the customer paid it in, it would have been honoured, the loss, as between the bankers and the customer, falls on the latter. This is a matter of general convenience which has been since always recognised and acted on; but, it is apprehended, that the practice applies only where the transmission is to be to a bank in a town other than that in which the bank into which the cheque is paid in by the customer is situate. The present case was decided upon the rule as above defined. A customer of a bank at Worthing paid in there on a Friday a cheque on a bank at Lewes. The Worthing bank sent up the cheque on Saturday to London, to be presented at the Lewes bank clearing house, where, on being presented on the Monday, it was refused payment. It was contended that a legal obligation existed on the Worthing bank to have sent it to Lewes direct on the Friday, in which case, arriving on the Saturday, it would have been paid. But the Court, on the authority of Lord Ellenborough's ruling in the above case, denied the existence of such a duty, and gave judgment for the bank, which had been sued by their customer for the money he lost by the dishonoured cheque.

Parties to Action—Consideration must move from the Plaintiff.

Tweddle v. *Atkinson*, Q. B., 9 W. R. 781.

The fundamental principle which governs the proper party to sue on a contract is that he must be the person from whom the consideration moved. It is not enough that the promise was in fact made to him, nor even that it was to be performed for his benefit; for the promise, to whomsoever made, follows the consideration, and enures, for the purpose of action, to the party who had the legal interest therein; for with him the contract is, in contemplation of law, deemed to have been made. These considerations make it essential to determine, first, what was the consideration for any contract, the breach of which is complained of, and then in whom was the legal interest therein vested, for the answer to these questions will enable us to determine who shall be the plaintiff. Now at an earlier period of the law the nature of the consideration of natural love and affection was not clearly settled. It was thought that such a consideration would support a promise not under seal, and accordingly in *Dutton* v. *Poole* (1 Ventr. 318, 382; 2 Sev. 210), a leading case on this subject, it was held that a daughter who had waived her moral claim to support from her father, in exchange for a promise to her father from her brother to pay her a sum of money, might support an action for such sum, on the ground that the consideration moved from her, though the promise had been made to her father. It has, however, been here determined that such consideration as above mentioned is no support to the action at all; and, therefore, in modern times, the plaintiff in *Dutton* v. *Poole* would have failed. The present case was decided against the plaintiff on similar grounds. The action was brought by A. against the executors of B., who had promised A.'s father to pay to A. a certain sum in consideration of his having married B.'s daughter. But this suit was held not to be maintainable, both because there was no privity between A. and B., and also because (as the law is now settled) there was no valid consideration to support the promise made by B. to A.'s father.

When delivery is required in Gifts inter vivos.

Winter v. *Winter*, Q. B., 9 W. R. 747.

This case points out a distinction which exists between a *donatio mortis causâ* (on which species of gift we recently made some observations) and an ordinary gift *inter vivos*. In the former, there must, it may be remembered, be an actual delivery of the chattel itself, or, if it be a *chose in action* merely, then of the instrument by which it is secured; but this is so because it constitutes some security against fraud, a protection which is not required when the donor does not die. Hence, on the principle that *cessante ratione cesset et ipsa lex*, in a gift *inter vivos* there need be no delivery, actual or constructive. All that is requisite is that the conduct of the parties should show that the ownership has changed. In the present case, the subject of the gift was a barge, which the donee formerly worked as the servant of the donor, and there being evidence that the donor had said he had presented the donee with the barge, and that the latter had subsequently worked it as owner, this was held sufficient to substantiate his claim.

NEW LAW COURTS.

The council of the Incorporated Law Society has issued a paper containing the following remarks on the Treasury Minute of the 16th July, 1861, relating to the provision of funds for the new law courts, with reference to the two Bills lately before Parliament:—

It is much to be regretted that this minute was not issued at an earlier period. The facts and figures on which it purports to be founded have been for many months in the possession of the Treasury. They were well known, or were readily accessible, before authority was given by the Treasury for the preparation and deposit, at the public expense, of the plans and books of reference relative to the proposed site, and the giving of the notices required by the standing orders of Parliament. They were well known while the "Site Bill" was passing, as a Government measure, through the two Houses, and while the Money Bill was under the consideration of the select committee of the House of Commons. And yet it was not until that committee had closed its sittings, and made its report, and until all opportunity of inquiry and explanation might be supposed to have passed away, that a minute is issued under Treasury authority, which if its statements and reasoning be well founded, stultifies the report of a royal commission, and utterly defeats a Government measure professing to be founded thereon. The professed object of the minute is, "that Parliament and the public should be fully apprized of the amount of charge which will be incurred, and the extent of liability for the same to which the public revenues may be subject," if the full scheme recommended by the Royal Commissioners be carried into effect. With this view, the minute proceeds to show, that whilst, on the one hand, the cost of acquiring the site recommended by the Royal Commissioners and of erecting thereon the buildings proposed by them, will exceed their estimate by no less a sum than £500,000; on the other hand, the funds pointed out by the Commissioners as available for the object will fall short of their estimate by not less than £189,000,—the two sums together amounting to £689,000, which the minute represents as the "probable deficiency to be provided by vote of Parliament."

1. With regard to the costs of the site and buildings.

The difference between the two estimates arises as follows:—

Commissioners' Report.	
Cost of site	£675,000
Ditto of buildings	675,000
Contingencies	150,000
	£1,500,000

Treasury Minute.	
Cost of site	£750,000
Ditto of buildings	750,000
Contingencies	500,000
	£2,000,000

The excess of the latter over the former being thus made up as follows:—

Site	£75,000
Buildings	75,000
Allowance for contingencies	350,000
	£500,000

Now it is to be observed, that the report of the commissioners was founded upon evidence given before them, the accuracy of which has since been confirmed by an eminent architect and surveyor, who was examined before the Select Committee of the House of Commons, to which the Money Bill, now before Parliament, was referred. The Parliamentary plans and notices for the Site Bill were prepared under the immediate personal direction of that gentleman, who has made a minute and careful estimate of every property included therein, house by house. He estimates the value of the whole, including costs of purchase and compensation, at £678,044. He also confirms the estimate that the cost of erecting all the buildings necessary for carrying into effect the entire scheme recommended by the Royal Commissioners, including an ample allowance for contingencies, will not exceed the sum named in their report. On the other hand, the figures set forth in the Treasury Minute are "conjectural" only. The sums there named as the probable cost of the site and buildings are expressly stated to be founded on the "conjectures" of the officers of the Board of Works, while the sum set down for "contingencies" seems to be nothing more than a guess of the Lords of the Treasury themselves, who consider that "it would not be safe to put down the item of contingencies at less than one third of the conjectural estimate, or £500,000." No actual reports or estimates are produced or referred to in support of these "conjectures," and there appears to be no good reason why any other set of figures, of even larger amount, might not with equal propriety have been put forward. The question seems to be, whether reliance is to be placed on mere "conjectures," unsupported by evidence, or on carefully prepared estimates made by competent persons, and which have been open to examination and inquiry? And it may well be asked whether, in a matter admitted to be of the highest public utility and importance, mere "conjectures" are to be allowed to defeat a scheme recommended by commissioners, who were appointed by the Crown under the advice of one set of ministers, and whose report has been adopted and acted upon by their successors in office.

2. With regard to the provision of funds for the proposed new courts.

The Commissioners recommended the appropriation of two funds, one consisting of stock, amounting to £1,492,657 (or in round figures £1,500,000), and the other of cash amounting to £88,254. At the date of their report, the price of Consols was rather more than 93, and the Commissioners estimated the value of the aggregate fund, both stock and cash, at, in round figures, £1,500,000. In making this calculation, they undoubtedly overlooked the fact, that a part of the stock (less, however, than a moiety) consisted of Reduced £3 per Cents, which are of somewhat less value than Consols. The price of Government stock, moreover, has since fallen about £3 per cent., and making due allowance for this depreciation, the produce of the aggregate fund, if the whole of the stock were now sold, would probably not much exceed £1,400,000, as stated in the "Minute." On the other hand, it must be recollected that the scheme does not contemplate or involve an immediate sale of the whole stock. The sales would be made gradually, and from time to time, as the works proceeded, and would probably be spread over a period of from five to seven years; and as it is impossible to say that, during this interval the funds might not again advance in price, so there might thus be a considerable increase in the ultimate produce of the fund. The "Minute," however, alleges that the portion of the fund which consists of cash (being that referred to in the report as Fund E, and which, it seems, has since the date thereof increased to £105,773) is not properly available for the intended purpose, and must therefore be deducted. So deducted, and taking the present prices of Government stock as the basis of calculation, the amount actually available would be reduced to £1,311,000, and this is the only sum which the "Minute" assumes to be now at the disposal of Parliament. The ground on which Fund E is thus proposed to be struck out of the account is this,—that it has arisen from surplus fees of the common law courts,—that these surplus fees are by the Nisi Prius Act (15 & 16 Vict. c. 73) directed to be carried to the Consolidated Fund,—and consequently, that Fund E, which represents the past accumulation of such surplus, belongs by law to the exchequer, and constitutes a portion of the general public revenue.

The Minute states that "for some reason, which is not explained, a former Board of Treasury directed the surplus fees of the common law courts to be retained in the hands of the paymaster-general, and hence the accumulation of the sum described in the report as Fund E." The explanation of the fact here referred to can be very readily supplied. When it was found that the fees taken in the common law courts were far more than sufficient to defray the expenses for which they were avowedly levied, and that there was a considerable surplus, application for their reduction was made to the proper authorities by the Incorporated Law Society, (on behalf of the general body of the profession practising in those Courts). It was represented that, admitting it to be right to exact fees from suitors to meet the expenses, or a part of the expenses, of carrying on the business of the Courts, it was a violation of every sound principle to tax them for the ordinary purposes of the State,—in other words, that the administration of justice was not a legitimate subject of general taxation. The Treasury of that day admitted the justice of these representations, and while they declined to reduce the fees, until it had been ascertained whether, upon an average of years, they were adequate in amount to cover current expenses, they directed the ascertained surplus to be treated as in the nature of a suspense account, and to remain in the hands of the paymaster-general until its ultimate appropriation should be determined on. The accumulation of the surplus thus went on from year to year, until it reached the amount referred to in the report of the commissioners, who were *unanimously* of opinion that there could not be "a more legitimate application thereof than towards the completion of a scheme from which the suitors at common law will derive the most essential advantage." The argument of the "Minute," that the Fees of Common Law Courts cannot be considered as a "fund properly applicable to providing buildings for the Court of Chancery, or the Court of Probate," is utterly unsound and fallacious, and is completely at variance with the whole tenor of the report. If it were true, it would follow that, by parity of reasoning, the fees of the Court of Chancery could not properly be applied to providing buildings for the courts of law; and in that case, no part of funds B and D,—which have arisen exclusively, the former from the profitable use of the money of suitors in chancery, the latter from fees paid by them,—would be available for the purposes of the proposed scheme. But such a conclusion would strike at the very root of the commissioners' report, and if admitted, would prove, not that the fund is inadequate, but that there is no fund at all. And if this be so, then the report of the commissioners is a farce,—the act of the Government in bringing in the two Bills now before Parliament, which purport on their very face to be founded on that report, was a mockery and a delusion, and the cost incurred in their preparation a waste of the public money.

Assuming, then, that the present accumulation of the fees in question (£105,753) may properly be dealt with for the purposes of the scheme, and adding that sum to the value of the stock, there would be an aggregate fund of more than £1,400,000 immediately available for the proposed object, and the deficiency would be reduced from £500,000 to less than £100,000. Considering the primary importance of the object,—the provision of suitable courts for the administration of justice to all the subjects of the realm—it might have been thought that even the larger of these sums would, after all, have been no more than a reasonable contribution from the funds of the state; more especially as, by the execution of the proposed scheme, a very large sum, which must otherwise be expended in the erection of proper buildings at Doctors' Commons for

the Courts of Probate and Divorce, including a fire-proof depository for wills, will be entirely saved. But there are other resources, indicated in the report of the commissioners, although not included in their calculations, which will more than cover the apprehended deficiency, and effectually protect the public revenue from the risk of loss. If the full scheme of the commissioners should be carried into effect (and this is the theory on which the "Treasury Minute" is founded), "large and valuable blocks of buildings" (to borrow the language of the commissioners in the 107th paragraph of their report) belonging to the public, and now used for the purposes of the equity courts and offices, would be set free, and might be brought to sale. The value of these buildings and their sites has been carefully estimated, and it amounts to no less a sum than £265,000, without including the Courts of Bankruptcy and Insolvency, which may or may not be comprehended in the proposed scheme. But further, in addition to the buildings referred to, the freehold of which is vested in the public, other buildings are hired for the use of the different courts and their officers, for which rents are paid to the amount of £5,341 15*s.* per annum. If the proposed scheme be carried into effect, the whole of these rents will be saved, and the capitalised value of the rental thus saved has been estimated by competent authority at £145,000.

If these sums be added together the result will be as follows:—

Saving in respect of courts and offices in Doctors' Commons, no longer necessary (say)	£100,000
Value of land and buildings set free .	265,000
Value of rents saved	145,000
	£510,000

There remains to be noticed one additional item of large amount which the "Minute" assumes will form a charge on the public, and which arises in the following manner:

The funds B and D, with which the report proposes to deal for the purposes of the scheme, say £1,500,000 stock, now produce an annual income of £45,000. At the date of the report this income was subject, to its full amount, to annual payments in the shape of compensation annuities,—such charge, however, diminishing at the estimated rate of £2,000 per annum by the gradual falling in of the annuities. If the capital of the stock were taken for the purposes of the scheme, it would follow that the income now derived therefrom would cease, and the commissioners recommended that the public should make good the loss thereby occasioned, by an annual charge on the consolidated fund, subject to a gradual abatement as the life compensations charged on the fund fell in. For the purpose of showing the actual burthen which this arrangement would entail on the public, the "Treasury Minute" treats the charge as an annuity of £45,000 per annum, decreasing by £2,000 a year until it is extinguished in 22½ years, and it estimates the value of such annuity at £410,000. Adding this sum to the deficiency of £689,000 above referred to, the total charge for which the public would become liable is shown to be £1,099,000, or in round figures £1,100,000. The whole statement, however, on which this calculation is based may be shown to be entirely fallacious: for, in the first place, it assumes that the whole amount of stock would be sold at once, and thus that there would be an immediate loss of income, and a consequent charge upon the public of £45,000 per annum, at starting. But the fact is, that the sales of stock would be gradually made as the work proceeded, and would be spread over a period of from five to seven years, during the whole of which time the dropping in of the lives of annuitants would year by year diminish the amount of the charge. But, in the next place, there is no just ground for the assumption that, even if the whole stock were sold at once, the demand on the public would be £45,000 per annum, even for a single year. One year only has elapsed since the date of the commissioners' report, and in that year not £2,000, but £5,000, has been saved to the income of the fund by the falling in of compensation annuities,—thus reducing the charge to £40,000 per annum, being the same sum as that assumed by the commissioners, on grounds somewhat different, but the validity of which, the results being the same, we need not stop to discuss. From this sum of £40,000 the commissioners proposed to deduct the surplus fees received in the courts of common law, the Court of Probate, and the High Court of Admiralty, amounting together to £24,000 per annum, and which, as they were received by the public, they conceived might be fairly and properly set off against the new charge thrown on the public by means of the proposed scheme, and which would thereby be reduced to £16,000 per annum. The propriety of this deduction is challenged by the Treasury Minute on grounds, the validity of which has already been discussed in a former part of this paper, when dealing with the question of the applicability of fund E to the objects of this scheme. There are those who contend that no taxes or fees should be taken from suitors upon any pretext, or for any purposes; and this was the opinion expressed by the Master of the Rolls not many days since, in his evidence before the Select Committee of the House of Commons on the pending Bill. His Honour on that occasion referred to "the very celebrated pamphlet of Mr. Jeremy Bentham on Law Taxes, which produced so great a sensation, and put an end to making the courts of law a source of revenue to the public;" and his Honour added, that the reasoning of the pamphlet "applied precisely to the taxes now levied, though essential to the maintenance of the courts as at present established." Without adopting this opinion to its full extent, and admitting that fees may properly be levied on suitors, in order to aid in maintaining the courts whose aid they invoke, it is conceived that no one can be found at this time of day to assert that suitors, as such, should be taxed, whether by fees or otherwise, for the general purposes of the State. And yet this would be the obvious result if the propositions put forward in the minute were to be carried into practical effect. If, then, the surplus fees, hereafter to be received in the courts of law and of probate are brought in aid of the scheme, the result to the public will be as follows:—It appears from the Treasury minute that the surplus for the last year was—

From courts of law	£17,519
From Probate Court	29,000
	£46,519

There is no reason to anticipate any falling off from either source, the probability being the other way. But, assuming that the fees remain stationary, it is manifest that there would be no demand on the public, even on the hypothesis that the whole stock, constituting funds B and D, were immediately sold, and the whole income of £45,000 per annum now arising therefrom were at once to cease.

The *Times*, in a clever article in favour of the proposed scheme, thus observes upon the recent "Treasury Minute."

"'My Lords' of the Treasury, who had been watching the fortunes of the fight from a serene eminence, descended, like the Homeric gods, not indeed to give victory to either side, but to appropriate to themselves all the prizes and spoils of battle. Nothing could be more skilful than the selection of the time for their intervention. There had been a 'Site Bill' and a corresponding 'Money Bill' before Parliament, a commission and a committee had reported in favour of this application of the funds, two governments had virtually committed themselves to it, and public opinion had emphatically recognised its legitimacy, when 'my lords' struck in with a Treasury Minute, warning the nation that the cost of building would be £500,000 more than had been represented, the available funds nearly £200,000 less, the 'probable deficiency to be provided by vote of Parliament £689,000,' besides an annual charge of £45,000, subject to gradual abatement, and the whole principle of the two Government Bills highly questionable.

"The 'Council of the Incorporated Law Society' have commented in terms which we cannot think too severe on this document. They show that the Treasury figures, so far as they relate to the cost of the site and buildings, are quite conjectural and arbitrary. They analyze in detail the arguments whereby it is sought to show that the two main funds upon which the commissioners rely 'are not free to be dealt with for the object in view,' pointing out that the alternative proposed would amount to a diversion of suitors' fees from objects cognate with those for which they were levied to the purposes of general taxation. They reduce the alleged charge of £45,000 on the Consolidated Fund by a series of set offs to nothing at all, and combat successfully the exquisitely pedantic objections that the surplus fees of the common law courts 'belong by law to the Exchequer,' and that, at all events, they 'cannot be considered as a fund properly applicable to providing buildings for the Court of Chancery or the Court of Probate.' It is difficult to conceive anything more perverse or vexatious than this Minute. Whatever may be said as to the merits of the locality—upon which, of course, it does not touch at all—the financial consequences of the scheme had been thoroughly sifted, and the *data* for the red-tape ex-

ceptions now taken by the Treasury had been in their possession for months. Had the case been as bad as is here made out, the public would cheerfully incur, for the sake of an object of supreme value, a liability incalculably smaller than it has to bear for undertakings the most wasteful and the most useless. But the Law Society has done good service in showing that we may enter on the work with prudence and a good conscience, and that no scruples, except those connected with the convenience and healthiness of the site, need delay its execution."

Births, Marriages, and Deaths.

BIRTHS.

APPACH—On Aug. 13, at 7, Sussex-terrace, Hyde-park, the wife of Francis Hobson Appach, Esq., Barrister-at-Law, of a daughter.

CHRISTIAN—On Aug. 13, at Monkstown, the wife of the Hon. Mr. Justice Christian, of a son.

CRAWFORD—On Aug. 11, at Leeds, the wife of William Crawford, Esq., Barrister-at-Law, of a daughter.

FROOM—On Aug. 15, the wife of Charles P. Froom, Esq., of 29, Orsett-terrace, Hyde-park, of a son.

HAZELAND—On June 25, at Hongkong, the wife of F. J. Hazeland, Esq., Crown Solicitor, of a son.

HODGKINSON—On Aug. 13, the wife of Edward Hodgkinson, Esq., Solicitor, 17, Little Tower-street, E.C., of a daughter.

MORRISON—On Aug. 14, at Reigate, the wife of G. Carter Morrison, Esq., Solicitor, of a son.

PULLEY—On Aug. 10, at Birkenhead, the wife of William Pulley, Esq., Barrister-at-Law, of a son.

MARRIAGES.

ATTREE—CALHOUN—On Aug. 14, T. M. Attree, Esq., of 2, New-inn, Solicitor, to Jane, daughter of the late W. H. Calhoun, Esq., of Arundel, Solicitor.

BROWNE—REEVES—On Aug. 8, at Monkstown, county Dublin, Charles Orde Browne, Esq., Royal Horse Artillery, to Wilhelmina Frances, daughter of Richard Reeves, Esq., of Dublin, Barrister-at-Law.

DYMOND—FOX—On Aug. 13, William Philip Dymond, Esq., of Lincoln's-inn, Barrister-at-Law, to Florence Amelia, daughter to Francis Ker Fox, Esq., M.D., of Brislington House, near Bristol.

JOHNSTON—PETERSON—On Aug. 10, Charles Johnston, Captain Royal Artillery, to Annie Augusta, only child of A. T. T. Peterson, Esq., Barrister-at-Law, Calcutta.

PIERCE—MILWARD—On Aug. 7, John Timbrell Pierce, Esq., of Gray's-inn, to Mary, daughter of Henry Milward, Esq., of Redditch.

SMITH—JONES—On Aug. 6, Harry Smith, Esq., Advocate, Edinburgh, to Julia Medina, daughter of the late Colonel Rice Jones, K.H., Royal Engineers.

WALLER—HONE—On Aug. 13, the Rev. Stephen R. Waller, M.A., to Albinia, surviving daughter of the late Joseph Terry Hone, Esq., Barrister-at-Law.

DEATHS.

GRAY—On Aug. 3, David Gray, Esq., of 20, Lincoln's-inn-fields, Solicitor.

MILLINGTON—On Aug. 5, at Bristol, suddenly, Henry Millinton, Esq., Solicitor, aged 70.

SCHOALES—On Aug. 11, at Ballynoe, county Carlow, Katherine Brabazon, daughter of the late John Schoales, Esq., Q.C., Dublin.

Next of Kin.

PEMBERTON, HARRIETTE, deceased, widow of the late Rev. John Butler Pemberton, deceased, formerly of St. Kitt's, West Indies. Heir-at-law to apply to the Hon. Sholto T. Pemberton, Chief justice of Dominica, West Indies; or to W. England & Co., 5, Great Winchester-street, London, E.C.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Name will be transferred to the Party claiming the same, unless other Claimants appear within Three Months:—

FELL, JANE, Spinster, Tavistock-street, Covent-garden, £69 Long Annuities.—Claimed by JOHN FELL, the surviving executor.

London Gazettes.

Professional Partnerships Dissolved.

TUESDAY, Aug. 13, 1861.

MARSLAND, GEORGE, & J. BROUGHTON EDGE, Attorneys, Solicitors, and Conveyancers, Bolton-le-Moors and Manchester; by mutual consent. May 31.

POOLE, HENRY DAVIS, HENRY JOHNSON, & CHARLES HENRY KINCAID, Attorneys and Solicitors, 9 & 10, New-square, Lincoln's inn, Middlesex; by mutual consent. Aug. 9.

Windings-up of Joint Stock Companies.

TUESDAY, Aug. 13, 1861.

UNLIMITED IN CHANCERY.

HEREFORD AND MERTHYR TYDVIL JUNCTION RAILWAY COMPANY.—V.C. Stuart has ordered a call of £12 10s. per share on all the contributories; to be paid on Aug. 31, at 12, at 4, Sambrook-court, Basinghall-street.

LIFE ASSURANCE TREASURY.—V.C. Wood: order to wind up, made Aug. 2; Robert Palmer Harding, 3, Bank-buildings, London, appointed interim manager.

RISCA COAL AND IRON COMPANY.—Master of the Rolls: call of £75 per share on all contributories on the list, to be paid on Aug. 24, at 11, to James Edward Coleman, the official liquidator, 16, Tokenhouse-yard, London.

LIMITED IN BANKRUPTCY.

LANDED INVESTMENT COMPANY (LIMITED).—Mr. Com. Fonblanque will, on Aug. 30, at 12, proceed to settle the list of contributories of this company.

FRIDAY, Aug. 16, 1861.

UNLIMITED IN CHANCERY.

LIFE ASSURANCE TREASURY.—Creditors to prove their debts before V.C. Wood forthwith.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Aug. 13, 1861.

BOYLE, WILLIAM, Jeweller, 28, Cheapside, London. P. Boyle, 8, Well-court, Queen-street, Cheapside, executor. Sept. 1.

BRYAN, ELISABETH, Spinster, 14, Lonsdale-terrace, Lower Barnes, Surrey. Schultz, Solicitor, 4, Dyer's-buildings, Holborn, E.C. Sept. 30.

CLARK, MARY, Spinster, 25, Hosier-street, Reading, Berks. Seamer & Cooke, Solicitors, Wokingham, Berks. Aug. 31.

COMMERELL, ELIZA CHRISTINA, Spinster, formerly of 5, Lower Berkeley-street, Manchester-square, afterwards 9, Chapel-place, Cavendish-square, and late 15, Acacia-road, St. John's-wood, Middlesex. Sadler, Solicitor and Acting Executor, 28, Golden-square, London. Sept. 10.

DUNCAN, LEONARD, Miller and Maltster, Kidderminster, Worcestershire. Saunders, & Son, Solicitors, Kidderminster. Sept. 30.

GRIFFITHS, THOMAS, Glove Manufacturer, 3, Foster-lane, Cheapside, London, and afterwards of 61, London-road, Croydon, Surrey. Clarke, Solicitor, Saddler's-hall, Cheapside. Nov. 20.

HALE, WILLIAM, Gent., Bristol. Strickland, Solicitor, 2, All Saint's-court, Bristol. Oct. 19.

HALL, Sir JOHN, Knight Commander of the Royal Guelphic Order of Hanover, formerly of the St. Katherine Dock House, East Smithfield, London, and afterwards and late of 6, Lansdown-crescent, Kensington-park, Middlesex. Rixon, Son, & Anton, Solicitors, 33, Cannon-street, London, E.C. Sept. 1.

LOAD, FANNY MARIA, Spinster, 3, Jamaica-street, Bristol. Schultz, Solicitor, 4, Dyer's-buildings, Holborn. Sept. 20.

WOOLCOCK, Rev. CLOBERY SILLY, Clerk, Charlestown, St. Austell, Cornwall. Carlyon, Solicitor, St. Austell. Oct. 1.

FRIDAY, Aug. 16, 1861.

ARMSTRONG, ISAAC, Saddler's Ironmonger, 35 and 36, King-street, Snow-hill, London. Fisher, Solicitor, Merchant Taylors' Hall, London. Oct. 20.

AYLEN, WILLIAM, Bonnet Manufacturer, 2 and 3, New-road, Brighton, Attree, Clarke, & Howlett, Solicitors, 8, Ship-street, Brighton. Sept. 29.

BATEMAN, COLTHURST, Esq., Bertholey-house, near Usk, Monmouthshire, and of Stanley-villa, Weston-park, Bath, Somersetshire. White, Solicitor, 7, Southampton-street, Bloomsbury. Nov. 1.

BAYNTUN, CHARLES, Esq., a Major in her Majesty's Army, Clayton, Sussex. Attree, Clarke, & Howlett, Solicitors, 8, Ship-street, Brighton. Sept. 29.

BECKWITH, AUGUSTUS ADOLPHUS HAMILTON, Solicitor, St. Martin-at-Palace, Norwich. Hartcup, Solicitor, Bungay, Suffolk. Nov. 21.

BENNETT, JAMES GEORGE, Licensed Victualler, Wick Inn, Hove, Sussex. Attree, Clarke, & Howlett, Solicitors, 8, Ship-street, Brighton. Sept. 10.

BIRD, JOSEPH, Auctioneer and Maltster, Ledbury, Hereford. Moore, Solicitor, Hereford. Sept. 12.

BLANTERN, THOMAS, Farmer, late of Messon, Salop. Pallin, Shrewsbury, Solicitor. Sept. 14.

BRETT, THOMAS, St. Dunstan's, Canterbury. Fielding, Solicitor, Bridge-street, Canterbury. Oct. 11.

DICKIN, GEORGE, Wine Merchant, 47, Finsbury-circus, and 29, Queen-street, Cheapside, London. Williamson, Hill, & Williamson, Solicitors, 10, Great James-street, Bedford-row, Middlesex. Oct. 1.

EDAILE, GEORGE, Gent., Lothian-terrace, Coal Harbour-lane, Camberwell Surrey. Solicitors, M'Leod, Stenning, & Watney, 16, London-street, Fenchurch-street, London. Sept. 17.

FORSTER, JOSEPH, Wholesale and Retail Grocer & Tea Dealer, Brampton Cumberland. Solicitors, Carrick, Lee, & Foster, Brampton. Aug. 30.

GOOD, WILLIAM, Builder, 14, Terminus-road, Brighton. Solicitors, Attree, Clarke, & Howlett, 8, Ship-street, Brighton. Sept. 29.

HILLS, JOHN, Farmer, Earl's Colne, Essex. Turner & Deane, Solicitors, Colchester. Oct. 1.

HUMPHAY, MARGARET, Widow, Cannon Vale, Kingsland, Shrewsbury, Salop. Pallin, Solicitor, Shrewsbury. Sept. 14.

JONES, JOHN, Flannel Manufacturer and Farmer, Llangollen, Denbigh, and of Tanygraig, Llangollen, Denbigh. T. & C. Minshall, Solicitors, Oswestry. Nov. 1.

PEDDER, Sir JOHN LEWES, Knight, 8, Bedford-square, Brighton, Sussex. Attree, Clarke, & Howlett, Solicitors, 8, Ship-street, Brighton. Sept. 29.
SMALL, MARTHA, Canterbury. Fielding, Solicitor, Bridge-street, Canterbury. Oct. 11.
WICKENS, WILLIAM, Gentleman's Servant, formerly of Horsham, Sussex, and late of 12, Essex-street, Brighton, same county. Attree, Clarke, & Howlett, Solicitors, 8, Ship-street, Brighton. Sep. 10.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Aug. 13, 1861.

BROWN, CHARLES, Builder, 8, High-street, Hampstead, Middlesex. Brown *v.* Grey, M. R. Nov. 16.
EWBANK HENRY, Gent., Titchfield-terrace, Middlesex, late of Bermondsey, Surrey, Manufacturer of Metallic Casks, but formerly of Rotherhithe, Surrey, Rice Merchant, Franks *v.* Ewbanks, V.C. Wood. Nov. 1.
GRAVE, LUCY, Widow, Chelmsford, Essex. Joscelyne *v.* Wade, M. R. Nov. 20.
MITCHELL, GEORGE ROWLAND, Esq., Aston Clinton, Buckinghamshire, and Dentinck-street, Cavendish-square, Middlesex. Tuveliere *v.* Dawson, V. C. Kindersley. Nov. 4.
NEWBERRY, RICHARD NICHOLAS, late a Cornet in the Honourable the East India Company's Service at Nusserabad, Bombay. Weeding *v.* Newberry, V. C. Stuart. Nov. 2.
SMITH, THOMAS, Farmer & Dealer, St. Whites, Cinderford, East Dean, Gloucestershire. Smith *v.* Hartland, V. C. Stuart, Nov. 1.
THOMAS, JAMES, House Agent, formerly of 88, Paul-street, St. Leonard, Shoreditch, Middlesex, and late of 19, Bath-street, Tabernacle-square, Middlesex, and of Acacia Lodge, Leyton, Essex. Scarl *v.* Thomas, M. R. Nov. 25.

FRIDAY, Aug. 16, 1861.

BAGOTT, ROBERT, Esq., Liverpool. Dobson *v.* Faithwaite, M. R. Nov. 7.
DENNE, RICHARD, Gentleman, Rodmersham, Kent. Solly *v.* Solly, M. R. Nov. 25.
GOODSBEHERE, GEORGE, Ships' Ironmonger, Wellclose-square, and Albert-road, Dalston, Middlesex. M. R. Nov. 2.
IRVING, MARGARET, Widow, Workington, Cumberland. Hales *v.* Graham, M. R. Nov. 1.
TURNER, GEORGE SNAPE, Cowkeeper & Milkman, Brunswick-place, Brompton, Middlesex. Rook *v.* Attorney-General, M. R. Nov. 1.
UBANK, JOSEPH, Yeoman, Rossgill, Shap, Westmoreland. Hindson *v.* Ubank, M. R. Nov. 1.

Assignments for Benefit of Creditors

TUESDAY, Aug. 13, 1861.

ASHWORTH, EMANUEL, JOHN MOORE BOWER, & JOHN CATTON, Manufacturers, Marple, Cheshire (Aqueduct Mill Co.). *Sols.* Fox & Marsland, Manchester. July 16.
BEAUMONT, JOHN WORRALL, Millwright & Machine Maker, West Milton, Yorkshire. *Sol.* Shepherd, Barnsley. July 30.
GERRARD, CHARLES, Printer, Stationer, & Newspaper Publisher, Warrington, Lancashire. *Sol.* Nicholson, Warrington, Lancashire. Aug. 6.
HADGOOD, WILLIAM NORRIS, Linen Draper, West-street, Great Marlow, Buckinghamshire. *Sols.* Honey, Humphreys, & Honey, 14, Ironmonger-lane, London. July 18.
MARSHALL, JOHN, Butcher, Horncastle, Lincolnshire. *Sols.* Clitherow & Dee, Horncastle. July 30.
SPENCHLY, RALPH, Ironmonger, Whittlesey, Isle of Ely, Cambridgeshire. *Sol.* Wilders, Whittlesey. Aug. 3.
TAYLOR, THOMAS, Tailor, White Rock-place, Hastings, Sussex. *Sols.* Spyer & Son, 8, Broad-street-buildings, City, E.C. July 13.

FRIDAY, Aug. 16, 1861.

COOPER, JAMES, Rag & Waste Merchant, Manchester. *Sol.* Heath, 41, Swan-street, Manchester. July 29.
CROWHURST, WALTER, Milliner & Lacemau, 6, Union-street, Plymouth, Devon. *Sol.* Beer, Devonport. August 13.
DUNNETT, ROBERT, Shopkeeper & Maltster, Braunton, Devon. *Sol.* Bencraft, Barnstaple, Devon. August 5.
ISOULD, HENRY, Butcher, Wokingham, Berks. *Sol.* Roberts, Wokingham. July 25.
MENZIES, JAMES, Draper, Kingston-upon-Hull. *Sol.* Vollans, 3, Osborne-street, Kingston-upon-Hull. July 19.
PARSONS, JOSEPH SAMUEL, Leather Seller, Uxbridge, Middlesex. *Sol.* Burr, 12, Paternoster-row, London. July 16.
PEPPER, JOHN, Grocer & Flour Dealer, Sheffield, Yorkshire. *Sol.* Broadbent, Sheffield. Aug. 2.
WOODS, WILLIAM, Cheesemonger, 37, St. John's-road, Hoxton, Middlesex. *Sol.* Turner, 68, Aldermanbury, London. July 27.
WRIGHT, ROBERT FREDERICK, Grocer and Provision Dealer, Wath-upon-Dearne, Yorkshire. *Sol.* Saunders, Wath-upon-Dearne. July 29.

Bankrupts.

TUESDAY, Aug. 13, 1861.

COGSWELL, EDWARD HENRY, & GEORGE DAY, Builders, Peterborough, Northamptonshire (Cogswell & Day). *Com.* Fane: Aug. 22, at 12.30; and Sept. 20, at 2; Basinghall-street. *Off. Ass.* Whitmore. *Sols.* Kingsford & Dorman, 23, Essex-street, Strand. *Pet.* July 31.
HORSWELL, SAMUEL, Draper & Grocer, Padstow, Cornwall. *Com.* Andrews: Aug. 27 and Sept. 25, at 12; Exeter. *Off. Ass.* Hirtzell. *Sols.* Mason, Sturt, & Mason, 7, Gresham-street, London; or Turner & Hirtzel, Exeter. *Pet.* July 29.
HUMPHREY, CHARLES, & CHARLES HUMPHREY, jun., Oil Refiners & Candle Manufacturers, 18, Suffolk-grove, Great Suffolk-street, Southwark, Surrey. *Com.* Fane: Aug. 24 and Sept. 27, at 12; Basinghall-street. *Off. Ass.* Cannan. *Sol.* Combs, 25, Bucklersbury. *Pet.* Aug. 13.
MOODY, CHARLES, Edge Tool Manufacturer & Cutler, Queen-street, Portsea, Southamptonshire. *Com.* Evans: Aug. 27, at 1; and Sept. 19, at 12; Basinghall-street. *Off. Ass.* Johnson. *Sols.* Pownall & Co., Staple-inn; or Edgcomb & Cole, Portsea, Hants. *Pet.* Aug. 10.
ROBINSON, CHARLES FOSTER, Boarding-house Keeper, 16, Sussex-street, Warwick-square, Pimlico, Middlesex. *Com.* Fonblanque: Aug. 23, at 10.30; and Sept. 11, at 12.30; Basinghall-street. *Off. Ass.* Graham. *Sol.* Smith, 20, Denbigh-street, Pimlico. *Pet.* Aug. 12.
WILLS, THOMAS, Licensed Brewer & Beershop Keeper, Newtown, Alverstoke, Southampton. *Com.* Fane: Aug. 24, at 11.30; and Sept. 27, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sols.* Godwin, 4, Essex-court, Temple; or Clark, Bishops Waltham. *Pet.* July 26.

FRIDAY, Aug. 16, 1861.

BELL, THOMAS, and JOHN WISEMAN, Grocers and Provision Merchants, Sunderland (Bell and Wiseman). *Com.* Ellison: Aug. 23, at 11.30; and Oct. 4, at 12.30; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Haris & Co., 20, Southampton-buildings, Chancery-lane, London, and 2, Butcher-bank, Newcastle-upon-Tyne. *Pet.* Aug. 12.
BRITTAIN, CHARLES, Builder and Brick Maker, Dacre-hill, Bebington, Chester. *Com.* Perry: Aug. 26, and Sept. 16, at 11; Liverpool. *Off. Ass.* Turner. *Sol.* Etty, Cable-street, Liverpool. *Pet.* Aug. 13.
ELFORD, JOHN EDWARD, Grocer, 1, Cumberland-place, Bayswater, Paddington, Middlesex. *Com.* Fonblanque: Aug. 26, at 12.30; and Sept. 18, at 1; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Prall & Nicklinson, 19, Essex-street, Strand. *Pet.* Aug. 14.
EPPS, WILLIAM JAMES, Nursery and Seedsman, and Hotel Keeper, Maidstone. *Com.* Fonblanque: Aug. 28, at 11; and Sept. 18, at 2; Basinghall-street. *Off. Ass.* Stansfeld. *Sol.* Taylor, 4, Scott's-yard, London. *Pet.* Aug. 14.
GRIFFITHS, ROBERT, Innkeeper, Llantrissant, Glamorganshire. *Com.* Hill: Aug. 27, and Sept. 24, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Kent, Mitre-court chambers, Temple, London, or D. H. Gooden, Bristol. *Pet.* Aug. 5.
HAMERTON, JOSEPH, Worsted Manufacturer, Dam Head Mill, Shibden, Yorkshire. *Com.* West: Aug. 30, and Sept. 20, at 11; Leeds. *Off. Ass.* Young. *Sols.* Wavell, Philbrick, & Foster, Halifax, or Bond & Barwick, Leeds. *Pet.* Aug. 12.
HOPE, HENRY AUGUSTUS, Hay and Straw Salesman, 25, West Smithfield, London, and of 13, Oxford-road, Downham-road, Islington, Middlesex. *Com.* Fonblanque: Aug. 26, and Sept. 18, at 1.30; Basinghall-street. *Off. Ass.* Stansfeld. *Sol.* Sydney, 45, Finsbury-circus. *Pet.* Aug. 14.
MILHENCH, JOHN, THOMAS WROE, BENJAMIN TAYLOR, & JOHN HOPES, Cotton Spinners, Oldham, Lancashire (Milhench, Wroe, & Co.). Sept. 3, and Oct. 15, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Richardson & Hinnell, Bolton and Manchester. *Pet.* Aug. 7.
SCRIVENER, GEORGE, Provision Dealer, Wigan. Aug. 26, and Sept. 17, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Heywood, Manchester. *Pet.* Aug. 1.
SIMONS, EDWARD, Lamp Dealer & Italian Warehouseman, 115, Newgate-street, London, and 36, Bull-street, Birmingham, Warwickshire. *Com.* Fonblanque: Aug. 27, at 12.30; and Sept. 11, at 2.30; Basinghall-street. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 7, Walbrook, London. *Pet.* Aug. 12.
SPARKE, EDWIN HENRY, Wholesale Jeweller, formerly of 17, Houndsditch, London, but now of 10, Great Coram-street, Russell-square, Middlesex. *Com.* Evans: Aug. 29, and Sept. 24, at 11.30; Basinghall street. *Off. Ass.* Johnson. *Sol.* Reed, 1, Guildhall-chambers, London. *Pet.* Aug. 13.
TERRY, DANIEL, Engineer, Queen-street, Dover, Kent. *Com.* Holroyd: Sept. 2, at 12; and Oct. 1, at 2; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Murrough, 18, Warwick-court, Gray's-inn, London. *Pet.* July 30.
WEVILL, EDWARD, Broker, Commission & Insurance Agent, Talbot-chambers, 1, Fenwick-street, Liverpool. *Com.* Perry: Aug. 26, and Sept. 16, at 11, *Off. Ass.* Morgan. *Sol.* Mason, 30, Castle-street, Liverpool. *Pet.* Aug. 12.
WILD, JOHN CHRISTIAN BENJAMIN, Licensed Victualler, 55, St. Mary Axe, London. *Com.* Fonblanque: Aug. 28, at 11.30; and Sept. 18, at 1.30; Basinghall-street. *Off. Ass.* Graham. *Sol.* Begbie, 33, Essex-street, Strand, London. *Pet.* Aug. 12.

FRIDAY, Aug. 16, 1861.

WALTON, WILLIAM PORTER, Corn and Seed Merchant, Kingston-upon-Hull. Aug. 12.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, Aug. 13, 1861.

ABBOTT, GEORGE, Machinist, Constitution-hill, Birmingham. Sept. 20, at 11; Birmingham.—BALLANTYNE, ROBERT, Merchant, Liverpool. Sept. 3, at 11; Liverpool.—BESLEY, GEORGE, Innkeeper, Highbridge, Somersetshire. Sept. 23, at 11; Bristol.—BRITTARGR, JOHN, Timber & Coal Dealer, Pendleton, Manchester. Sept. 5, at 12; Manchester.—CALCOVORESSI, ANTONIO, Merchant, Manchester. Sept. 5, at 12; Manchester.—COULTATE, EDWARD, & THOMAS SWINDELLS, Brokers, Manchester (Brown, Coultate, & Co.) Sept. 5, at 12; Manchester.—FORTH, WILLIAM, Cloth Cap Manufacturer, Manchester. Sept 5, at 12; Manchester.—GREENHALGH, SAMUEL, Confectioner, Bury, Lancashire. Sept. 4, at 12; Manchester.—KELLAND, GEORGE, jun., Grocer & Tea Dealer, Lancaster. Sept. 4, at 12; Manchester.—M'CLURE, JAMES, jun., Warehouseman, Manchester. Sept. 3, at 12; Manchester.—SILLAR, DAVID, & JOHN CHARLES SILLAR, Merchants, Liverpool, and Shanghai, China. Sept. 3, at 11; Liverpool.

FRIDAY, Aug. 16, 1861.

ARGENT, JOHN, Innkeeper, Rainbow Tavern, Fleet-street. Sept. 7, at 12; Basinghall-street.—ASHWORTH, HANDEL, Machine Broker & Cotton Manufacturer, Dukinfield, Chester. Sept. 10, at 12; Manchester.—BLAKE, HENRY, Corn Merchant & Maltster, Shide, near Newport, Isle of Wight, and Brewer, Portsea, Hants. Sept. 7, at 12; Basinghall-st.—BREW, WILLIAM, Tailor & Draper, 11, Tarlton-street, Liverpool, Lancaster. Sept. 9, at 11; Liverpool.—CHALKLEY, WILLIAM SEABROOK, Ship Owner and Coal Merchant, Liverpool. Sept. 9, at 11; Liverpool.—DEMPSEY, JOHN, Grocer & Flour Dealer, Hooley-hill, Audenshaw, Lancashire. Sep. 11, at 12; Liverpool.—FOWLER, WILLIAM, and THOMAS SANDERSON, Insurance Brokers for the Sale of Ships, and Forwarding Agents, Liverpool (Fowler & Sanderson). Sep. 9, at 11; Liverpool.—LEWIS, THOMAS, Draper, Nantwich, Cheshire. September 24, at 11; Liverpool. — M'NULTY, JAMES, and JOHN M'NULTY, Joiners and Builders, Ashton-under-Lyne, Lancashire. September 11, at 12.—SHORT, STEPHEN SARS, Boot & Shoe Manufacturer, 125, Shoreditch, Middlesex. Sept. 9, at 12.30; Basinghall-street.—PARIS, GEORGE JAMES, and PARIS, WILLIAM HENRY THOMAS, Provision Merchants, Liverpool (Paris, Brothers). Sept. 9, at 11; Basinghall-street.—SHERREN, EDWARD RICHARDS, Builder, 6, Richmond-villas, Westbourne-grove North, Bayswater, Middlesex. Sept. 9, at 12.30; Basinghall-street.—STEVENS, GEORGE, Merchant, 16, Great St. Helens, London. Sept. 9, at 12; Basinghall-street.—STUART, JOHN, Draper, High-street, Portsmouth, Southampton. Sept. 9, at 12; Basinghall-street.—THOMPSON, WILLIAM, Tailor & Outfitter, Newcastle-upon-Tyne. Aug. 30, at 12;

We cannot notice any communication unless accompanied by the name and address of the writer.

* * *Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher*

ERRATUM.—In the article entitled "Evidence in Crimina Cases," ante, p. 664, in reference to Mr. Worsley's pamphlet on that subject, an error occurs in the fifth sentence. The phrase "The author impugns these propositions, and also Mr. Taylor's application of them," *should have been,* "The author impugns Mr. Taylor's application of these propositions."

THE SOLICITORS' JOURNAL.

LONDON, AUGUST 24, 1861.

CURRENT TOPICS.

The annual meeting of the Metropolitan and Provincial Law Association is announced to take place on Tuesday, the 8th, and Wednesday, the 9th, of October next, at Worcester. The programme consists of a meeting at eleven o'clock on Tuesday at the lecture room of the Worcestershire Natural History Society, in Foregate-street; a dinner at the Guildhall at six o'clock on the same day, at which Mr. Torr, the president of the association will preside; and a further meeting in the Natural History Society's room, on the following day at eleven o'clock. The Worcester and Worcestershire Law Society have appointed Mr. Marcy as president, and Mr. John Stallard as secretary of the local committee. It is requested that intimations on the part of members proposing to attend the meetings and join the dinner will be sent to the latter gentleman. The Secretary, Mr. Rickman, again urges on the country members of the Association the importance not only to the society but to the profession at large, of full attendance and active support on their part, and we have no doubt that his representations will meet with a cordial response. Many subjects connected with the conduct of the affairs of the Association require to be illustrated and supported by the aid of local opinion; and in this, as in all similar matters, co-operation can only be effected by contact and comparison of views. The delightful neighbourhood of Worcester will present many attractions to the London members of the Association, and the necessary arrangements for promoting an assemblage from all quarters by railway have been made by the committee. A list of subjects is again submitted, on which papers are invited. The new Bankrupt Act heads the list, which, in other respects, is the same as last year; the remaining headings being as follows:—Professional Remuneration; Criminal Law Consolidation; Chancery Evidence; Legal Education—the Preliminary and Intermediate Examinations; Fusion of Law and Equity; Mining Leases; Appointment of a Minister of Justice; Offices of Executor and Trustee; County Court Jurisdiction; Partnership *en commandité*—should it be legalized here? Registration of Partnerships; Corrupt Practices at Elections; Joint Stock Companies; Local Tribunals of Commerce and Councils of Prud'hommes; Admiralty Court; Divorce Court; Local Government Legislation; Grand and Petty Juries—the principle of Unanimity; Law of Libel; Judgments—Lord St. Leonards' Act of 1860; Appeal in Criminal Cases; Registration of Titles—Registration of Deeds; Whether a Union of the two branches of the Legal Profession would be advantageous to the Public? To these suggestions we may perhaps venture to add the new question of the Law of Evidence.

It is also announced that on Wednesday, the 9th of October, a meeting of the Solicitors' Benevolent Association will be held at Worcester, at ten o'clock, which will lend additional interest to the proceedings of the Association. It will be remembered that a question as to the investment of the capital of that Association stands adjourned from the meeting in April last, upon which, as well as upon other important matters, the views of the assembled members will have to be ascertained.

A proposal for a further change in the law of evidence has been brought forward. The question has long engaged the attention of law reformers; it now seems likely to be submitted in the shape of a distinct proposition to the profession and the public. The suggestion is, that the competency of parties to be examined as witnesses shall be extended to criminal cases. Lord Brougham, in his opening address at the Social Science Congress, introduces the subject by reference to the Act which he succeeded in carrying in the year 1851, for the examination of parties in civil suits. He says:—

> Above twenty years before I had strongly urged the change of the law of evidence in this and other respects. Various improvements had been effected rather by judicial decision than by statute—by what Mr. Bentham used to call "judge-made law." Then in 1843, Lord Denman carried a bill for removing the objection of interest to a witness's competency, which I had in vain proposed fifteen years before. In 1842 the proposal was renewed that, all objection of interest proposed to be removed, the parties should themselves be made competent. But the bill passed confined to witnesses not being made parties. It was foretold by the objectors that perjury would be increased. The Act passed, and there was no increase of perjury. I then brought in the bill for the examination of parties, and it passed without much opposition, though the Chancellor of the day resisted it, and had it referred to a select committee. But I never should have carried it had not the first step been taken by the bill of 1843, and the experience under that Act showed how safely we might go further. The Law Amendment Society, the precursor and the ally of our National Association, examined minutely the working of the County Courts Act in the examination of parties. It circulated queries to all the judges of those courts, and their answers proved wholly favourable to the plan. I had thus for the bill the powerful support of actual experience for several years; and I now have hopes of being able to complete the great change by a further step, extending it to criminal cases, at least so far as giving the defendant an option of being examined if he pleases, and of course submitting himself to the sifting of cross-examination.

The project has already been discussed in one of the daily newspapers, and is likely to attract a larger share of non-professional attention than any legal change which has been proposed of late years. We cannot expect that so great an innovation upon the traditional course of public justice will be permitted to take place without opposition. Rules of law which have been rooted by centuries of uninterrupted usage in the minds of the people, are not likely to yield at the first blow to the stroke of reform, although we have been, to some extent, familiarized with great changes, and have seen, in many cases, the salutary effects of amendment. The universal objection which presents itself to this, as to all former movements in the same direction, is the prospect that temptations will be held out to perjury—a misgiving which we think experience has, on the whole, tended to allay; and which may be expected ultimately to subside altogether. A criminal, it may easily be supposed, will hesitate before he risks his chance of detection by a voluntary statement of what is false, even if he be callous to the additional crime of giving false witness. An innocent man, on the other hand, will, in most cases, come to the conclusion, and rightly, that his own evidence will more clearly establish his innocence than the testimony of others. The consciousness of this universal attribute of innocence will perhaps induce the guilty man in many instances to submit to be examined, for fear that his silence should prejudice him, and be interpreted as a sign of his guilt. So far, however, the relaxation

would be favourable to the cause of innocence, whilst it would add to the embarrassments of the criminal by placing before him a choice of evils. We will take, for example, the case of Mr. Hatch. No doubt it was in one respect exceptional. Evidence for the defence was not called, and no one can say, if Mr. Hatch's witnesses had been called, that the jury would not have acquitted him, and that justice would not have been done on the first indictment. But whtlst the case does not establish the necessity for the proposed change, it yet furnishes a remarkable instance of a criminal trial, in which the admission of the defendant to become a witness in his own cause would have, in all probability, prevented the perpetration of what we now believe to be a grievous wrong. It is impossible, however, that so vital a change, involving such an entire re-construction of the theory of defence in criminal suits, can be accomplished without the fullest reflection. We invite the attention of our experienced readers to this most important subject, feeling assured that it is one which must before long largely attract public discussion.

PARLIAMENTARY PAPERS OF THE SESSION RELATING TO LAW AND LAWYERS.

II.

3. Police and Criminals.

The good old "crowners quest" might fitly begin a section on the execution of the criminal law; but the return made, upon an address of the House of Commons, of coroners inquests in the metropolis (H. C. 247) was intended to throw light on the practice of murder of a particular kind, rather than on the legal procedure itself. In the early part of the year, when a complaint of the fewness of marriages was rising from a class where they are a luxury, some startling statements were current of the number of bodies of poorer children, recently born, and apparently put to death with violence, that were found in the different parishes of London. The paper is confined to inquests in the metropolitan district on the bodies of infants from the end of 1855 to the end of 1860, with a statement of the parish, age, sex, and verdict in each case. The list for these five years extends to seventy-six pages; the total number of the inquests being 3,901. Taking a page at a venture, which contains seventy cases in the various parishes, we find "wilfully murdered" set down against thirteen; in the next two pages, the same words opposite four and fifteen cases respectively; which would give thirty-two murders out of 210 of the deaths. In many other cases, it is noted that the circumstances of the death are unknown. All these wilfully murdered children are described as newly born. Let England remember these numbers when it thanks Heaven it is not as other countries are, and has no houses of charity at whose wickets mothers, who ought to be maids, can leave their babes at nightfall unharmed.

The Metropolitan Police (H. C. 200) increased from 5,217, in March, 1857, to 5,272, in March, 1859; in the next year the number was 5,188, and in March, 1861, 5,279 together with 462 employed under the 23 & 24 Vict. c. 135, in her Majesty's yards. Of the force in the counties and boroughs the fourth report (H. C. 67), under the 19 & 20 Vict. c. 69, has been made for the year ending September, 1860, by Major Cartwright, inspector for the Eastern Counties, Midland, and North Wales district; Colonel Woodford, for the Northern District; and Captain Willes, for the Southern. The Rutlandshire force is one chief constable and four constables, yet in the year no fewer than 20,132 casual lodgers and vagrants slept at the common lodging houses in Oakham and Uppingham, and 562 vagrants were relieved at the union. In Oxford, the University undertakes the night duties. The extra duties of the constabulary fall under the heads of inspectors of weights and measures, inspectors of common lodging houses, assistant relieving officer for vagrants, inspector of nuisances, high constables, serving summonses for coroners, and deputy surveyors of highways. Major Cartwright advocates throwing prosecution expenses on the local authorities. One prisoner in Northamptonshire had cost the country thirty-two prosecutions. The forces in the respective districts are 4,179, 5,310, and 4,004.

By the 5 and 6 Will. 4, c. 38, power is given to a Secretary of State to appoint a number of persons, not exceeding five, to inspect, either singly or together, every gaol or other place for the confinement of prisoners; also power to authorise any person or persons to inspect any such place upon any occasion. Mr. Sydney Turner, inspector of the certified reformatory schools of Great Britain, in June last reports a continuance of the sensible diminution of juvenile crime since the establishment of these schools—the numbers of young offenders in England and Wales for the years ending September, 1859 and 1860, being 8,913 and 8,029. But as this decrease might be attributed to an earlier preventive education, the numbers of commitments of offenders above sixteen years old are shown to have steadily decreased in four years from 112,322 to 92,585. Taking the increase of population into account, the decrease of the crimes of boys and girls in five years is stated at 40 per cent.; in grown persons, at 12 per cent. It is remarkable that the latter decrease did not show itself until the former had had time to bear on the supply of older criminals. The inmates of the reformatories themselves have increased from 3,222 in December, 1859, to 3,712 in December, 1860. This the inspector attributes to the admission of a great number of children, under twelve, on first conviction—an inconvenience which will, he hopes, be remedied by the industrial schools. He recommends the following three rules:—that no boy be committed to a reformatory on a first conviction, unless an orphan of whom the parish could not, or could not be required, to take charge; that every boy convicted for the second or third time should be committed to the reformatory for at least three years; that the parent, unless a widow or disabled, should contribute something, however small. Girls appear as criminals at a later age than boys. As they ought to be entirely separated from vicious influences, they should be placed in a reformatory on first conviction. The system is successful. It appears by the returns to the inspector from the managers of the schools, that of 1,000 boys discharged in England up to the end of 1859, above 600 are known to be doing well, 120 have been again convicted, and 100 are doubtful characters. Of girls, the proportion known to be doing well is about 40 per cent. only. The majority of relapses take place among those who are returned to their friends or relatives. Placing the boy or girl out on licence (ticket of leave) for a year has succeeded. Contribution from parents in England has increased; it amounted to £2,234 11*s.* 3*d.* for 1860. The payment by the Treasury was £46,735 12*s.* 4*d.* Cases of ill-usage and improper punishment have occurred at the large reformatory at Redhill. What they were is not stated, though the object of a report should be to enable Parliament to form its own opinion. The number of reformatories in England (including Wales) is 48, with accommodation for above 2,600 boys and 570 girls. With reference to the industrial schools, we may here notice the report (H. C. 460) of the select committee appointed to inquire how the education of destitute children may be most efficiently assisted by any public funds. For children who have acquired criminal or vagrant habits, the committee does not recommend any such provision until the industrial schools measure has been tried. Ordinary ragged schools, if they give industrial training, may have certain allowances from the Privy Council for rent and raw materials.

The decrease which the report on reformatories states to have taken place in the number of prisoners is supported by the statement of Mr. J. G. Perry, in the 26th report of the inspectors of prisons, that in the houses of correction in Middlesex and Surrey the commitments, which underwent reduction to the amounts respectively of 4,802 and 2,106 in the two previous years, have in the last year been further reduced respectively by 1,365 and 479. Notwithstanding that productive labour is found more beneficial as a reforming agent than other labour, and aids the rates by large pecuniary receipts, there are still many large prisons in which it is a matter of difficulty to find work even for those who are sentenced to hard labour. This report embraces the southern district; and exhibits in a separate notice of each prison the number of the prisoners, distinguishing between males and females, committed in the last year, the average daily number, and the greatest number at one time; the annual ordinary charge per prisoner; a classification of the prisoners, whether for trial or committed, &c.; and their employment. Maidstone county gaol, which has the largest daily average, 500, may be selected as an example. The annual charge there per prisoner is £21 10s. Among the number are 136 summary misdemeanants, 207 convicted of felony, and 67 misdemeanants convicted at assizes or sessions. The trades of the commoner kinds are carried on in the prison. There were 75 prisoners at the treadmill, which is used in grinding corn for the county prison and lunatic asylum. In the year ending Michaelmas, 1859, the infirmary cases were 429; the slight cases seen by the surgeon, 11,208; cases of insanity, 9—contradicting, says the report, the common belief that this malady is of more common occurrence in prisons on the separate system than where the prisoners are associated. All persons registered as Roman Catholics are allowed and required to attend Divine Service of their Church on Sundays. Mass is performed for the males in the manufactory in the presence of an officer. The priest converses with the females in their cells, a female officer being in attendance in the corridor, near the cell door, which is kept ajar, so that the prisoner is not in sight of the officer. The report observes that it would be more in accordance with the gaol Act if the officer did not lose sight of the prisoner during the interview. This is effected in some prisons by means of a door of thick glass, which intercepts the sound of the voices. Ten prisoners were in punishment cells on bread and water. There had been eight floggings in the year. On two boys, one sixteen and the other fourteen, the punishment had been inflicted with the cat. Not only was this contrary to custom, but the scars made the persons inadmissible in after life into the army. In several of those awards of punishment it was not stated that the evidence was taken on oath as required by law. One prisoner had been put in irons *until further notice*, contrary to 2 & 3 Vict. c. 56, s. 6. In the notices of most of the other prisons such points as those observed at Maidstone are not touched upon, and there is in this report generally a want of systematic information as to the religious and moral influences brought to bear upon the prisoners, particularly such as are not of the Established Church, the punishments and rewards, the cases of sickness, the diet of the prisoners, their hours of work and relaxation, and the social position and attainments of the prisoners. If Parliament depends on this little octavo of forty-four pages for its information on such matters as to all the prisons of the southern district, legislative knowledge must be lacking as to some of them, and must be very meagre and perfunctory as to others.

On the particulars of the corporal punishments inflicted in the gaols and houses of correction in the United Kingdom, both the Lords and the Commons have addressed for, and received, returns (H. L. 65; H. C. 3) for the period of the last three years. From the Lords' paper it appears that the total number of floggings in England was 838, the counties of Cumberland, Huntingdon, Monmouth, and Rutland, having an honourable "*nil*" against them. In Wales, Denbigh and Montgomery are the two only flogging counties, with a total of 16 cases between them. The offence is specified in this return, also the number of lashes, whether public or private, the prisoner's age, by whom the flogging was inflicted; and further, the names of the visiting justices who ordered it, the date of the order, and the names of the justices, surgeons, and other persons present. We find a boy of eight receiving twenty-four lashes with the birch. At Faversham, two boys of nine—let our readers keep their stomachs—are cut with fifteen lashes of the cat, one by the order of J. B. Sharp and E. Garraway, Esqs., the other by that of S. G. Johnson and C. Bryant, Esqs.; the surgeon also being an E. Garraway, Esq. Elsewhere children of ten have forty-eight lashes with the birch, and a boy of eleven, brought out, it seems, to be stripped a second time and re-scarred, has twenty and fourteen with a cat. At Newcastle Gaol a child of eight is flogged with eight lashes of the cat by order of C. E. Ellison, Esq.; it was not thought worth while, apparently, to keep a record of the persons present at this lashing. Such was generally the case at this prison, at which there were nearly 100 cases of flogging out of the whole 838, and all, strange to say, accounted for by the one word "larceny." At Shepton Mallet, in Somersetshire, there is nothing under twenty-four with the cat. Two of the boys there were ten years old, one of whom had thirty lashes. The ages of all were between ten and sixteen. A boy there of fourteen received eight-and-forty lashes with the cat; but then, we are told that these punishments were slightly given, and that no blood was drawn. Actually, a child of seven, at Petworth gaol, of which the Duke of Richmond and the Earls of Chichester, March, Winterton, and Egmont were visiting justices, received thirteen lashes with the cat, but by whose order is not disclosed. Then why talk of doing away with such flogging in the army or navy?—unless, indeed, the strong arm of martial law put aside the cat as childish. At any rate, why send a schoolmaster to prison for two months with hard labour for wealing a young lad with a cane? As another phase of this prison practice, men of forty and fifty years of age are flogged with a birch rod "on the bare breech."

The boys thus, at an age when the flesh as well as the heart is "waxen" to take an impress, having been endorsed for life with the scores of infamy, will in due time rank among the inmates of the convict prisons. In May last (H. C. 278), the number of prisoners at Brixton, Chatham, Dartmoor, Fulham, Millbank, Parkhurst, Pentonville, Portland, Portsmouth, and Woking, was—males, 5,890; females, 1,175. Since the 1st of January there was a decrease of 918 (H. C. 99). As many as 850 took part in the outbreak at Chatham. A paper (H. C. 125) shows the crime, sentence, date of conviction, general prison character, class, and amount of gratuity to 1st of February, of each of them. The very first page of it is sufficiently striking. Out of 82 men 14 had been "exemplary," 31 "very good," and 22 "good" and "moderately good" and only 9 are returned as "very bad" or "bad." Casting our eyes over the other pages, we see exemplary, very good, and good, set against by far the most names. At p. 7, for instance, no less than 62 are very good, and at p. 9, 67. This paper also contains copies of orders issued on the occasion by the directors of convict prisons.

By the returns published a short time since, it appears that in the year 1860, 212 petitions were filed for dissolution of marriage, only one less than in 1859; and there were 62 petitions for judicial separation, 18 less than in the previous year. There were 13 applications for restitution of conjugal rights in 1860. 141 causes were tried. The fees received mounted to £2,490.

The Courts, Appointments, Promotions, Vacancies, &c.

MANSION HOUSE.

Aug. 20.—William Balmanno was charged with embezzling the sum of £14 0s. 4*d.*, the property of his employers.

Mr. William R. Turner said,—I am partner in the firm of Preston and Turner, solicitors, of 16, Water-lane, Great Tower-street. The prisoner was our clerk. On the 13th of June last I gave him £11 to pay administration duty at the Probate Office for a client, which he has entered in his book as having been paid by him. My suspicions having been aroused from other circumstances, I made inquiries, and found that he had not done so, and I now produce the papers, which have never been stamped. A £1 stamp should have been on the bond, and one for £11 on the grant. At the time the £11 was given to him he also received £3 10*s.* from the cashier, and should have paid, in addition to the above duties, 16*s.* 6*d.* for court fees, 2*s.* 6*d.* for the affidavit, and 1*s.* for the receipt, none of which have been paid; I spoke to him on the subject last Tuesday, when he told me he had lost the money. I find in the prisoner's book that he has charged £1 for stamping a bond on the 12th of June, which was the day he entered our service. I now produce the bond, which is unstamped. Since the prisoner has been in custody I have received a letter from him, asking us to forego the prosecution and offering to refund the money.

Mr. George Laverick, a clerk in the prosecutors' office, proved the payment of the money to the prisoner for the purposes above stated.

The prisoner, who said he should reserve his defence, was committed to the Old Bailey for trial.

Mr. Baron Wilde, who has been presiding in the Nisi Prius Court at the Liverpool Assizes since they opened on the 12th instant, was compelled on Thursday to adjourn the Court at an early hour in the afternoon, as he was taken exceedingly unwell. At the usual adjournment his lordship was very poorly; and as his indisposition was increasing, Mr. Baron Martin (who was presiding on the Crown side) entered at the resumption of the trial, and announced that his brother Wilde was so much indisposed as to preclude the possibility of his proceeding with the business that day.

James Stephen, Esq., L.L.D., recorder of Poole, has been appointed revising barrister for West Somerset.

Mr. Joseph William Taylor, of Buxton, Derbyshire, has been appointed a commissioner to administer oaths in the High Court of Chancery in England.

Recent Decisions.

HOUSE OF LORDS.

RIGHTS OF MASTER OF A SHIP AGAINST OWNERS—MASTER'S CONTRACTS ABROAD—CHARTERPARTY.

Bristow v. *Whitmore*, H. of L., 9 W. R. 621.

It is matter of clear law, from the decisions of *Hussey* v. *Christie* (9 East. 426) and *Smith* v. *Plummer* (1 B. & Ald. 575) downwards, followed by *Atkinson* v. *Cotesworth* (3 B. & C. 647), that neither upon a ship, nor upon the freight of a ship, has the master any lien as against the owner in respect of money expended or of obligations incurred by him on account of the ship, either in fitting her out for the voyage, in repairs, in providing stores or necessaries for the voyage, in payment of seamen's wages, or "for other disbursements which he has made during the voyage" (4 De G. & J. 333), however necessary (9 W. R. 622). His assertion of lien on behalf of the owner is another thing, but as against the owner his remedy is a personal one only (*Wilkins* v. *Carmichael*, 1 Doug. 101). With regard to the master's own wages, indeed, the rule has been relaxed by the Merchant Shipping Act, and he now has, so far as the case permits, the same rights, liens, and remedies for the recovery of his wages as the ordinary seaman (17 & 18 Vict. c. 104, s. 191). There is another case as to which Sir W. P. Wood, V.C., has expressed some hesitation,—the position of a master who has borrowed money to defray the "current expenses" of a ship abroad, and has expended the money for that purpose. The query arises from the absence of authority, and from a passage in the judgment of Lord Ellenborough in *Smith* v. *Plummer*; but the doubt appears not to be entertained by either Lord Cranworth or Lord Kingsdown, whose statements on this subject are couched in very general terms (9 W. R. 622); whilst Lord Chelmsford expressly says (4 De G. & J. 336), that it is difficult to consider the question as to "current expenses" to be still undecided.

In *Bristow* v. *Whitmore* the application of the above rule would have led to great practical hardship. In this case the master of the ship, on two occasions when at foreign ports, had entered into charter-parties, whereby he agreed to let the ship for the conveyance of troops, undertaking also to make alterations in the vessel, and to provide stores, for which it was expressed that he, the master, was to be paid by Government a certain sum per head for each person so conveyed. One of the charter-parties, in which the master described himself as commander-owner of the ship, was under seal; the other, in which he was described as master of the ship, was not under seal. Having paid money and incurred liability in respect of the cost of altering and victualling the ship, he claimed against the mortgagees of the owner to be reimbursed his expenses as a first payment out of the freight, which had been paid by Government into the Court of Chancery. Now it is evident, that if the master's claim could have been shown by his opponents to have depended on his right to lien on freight, it must, consistently with the above rule, have failed; and, the owner of the ship being bankrupt, the master must have proved for his outlay like an ordinary debtor under the bankruptcy. This view was pressed upon Sir W. P. Wood, but the learned Vice-Chancellor, in language which was afterwards adopted by Lord Chancellor Campbell, treated the master's payments and liabilities as expenses, not on account of the ship, nor even as "current expenses," about which the Vice-Chancellor felt some doubt, but as expenses "entirely and simply in fulfilment of the charterparties." He considered it a case in which a contract had been entered into by the master for the owner, and performed by the master for the owner; and on the principle of *Qui sentit commodum sentire debet et onus*, that no one could take the freight without first indemnifying the master. This view was supported by the late Lord Chancellor, who described the plaintiff as not being the master of a ship asking for a lien on freight, but as an agent, who in perfect good faith had entered into a contract on behalf of his principal, which the principal had afterwards ratified. Lord Cranworth also considered it a fallacy to treat this as a question of lien on freight. It was a case, he thought, which was to be regulated, not by shipping law, but by the law of contract as relating to principal and agent. Lord Kingsdown also said that if an agent makes a contract on behalf of his principal, whether with or without authority, the principal cannot both approbate and reprobate the contract: he must adopt it altogether or not at all.

From these conclusions Lord Chelmsford, who, when sitting as Chancellor, had overruled the Vice-Chancellor Wood, and also Lord Wensleydale, dissented. The former noble lord, on both occasions, dwelt with earnestness on the circumstance that no dispute had been raised as to the authority of the master to enter into the charter-parties. Lord Wensleydale said, there was no averment in the bill or suggestion in the evidence, that the master had no authority. If there existed any ground for this suggestion, the fact ought to have been averred and proved. Upon the assumption, then, of sufficient authority in the master, the two noble lords proceeded to hold that, the contract being within the authority given by the owner, it was incorrect to talk of the owner adopting it. How could a man adopt his own contract? He was bound by it the moment it was concluded by his authorised agent. That being so, the entering into the charter-party and the loan of the vessel for the transfer of troops was as much part of the regular business of the owner and employment of the ship as the carrying of merchandise. There existed no difference between freight and the fruits of a contract—both were equally ship's earnings; and upon neither ship nor freight could the master, who was the mere servant of the owner, possess any lien. There was no distinction, they held, between an outlay for necessaries on a particular voyage and on an ordinary voyage. The master might have protected himself by entering into a special stipulation with the owner that he should be paid his expenses first out of the freight; but this he had not done.

These being the main arguments of the dissentient minority it is plain that the real difference of opinion among the law lords turned upon quite a new question—viz., whether or not the master was duly authorised to enter into the charter-parties so as to bind the owner. Lords Chelmsford and Wensleydale, who went on the assumption that he was so authorised, distinctly admitted that if the master were to be

held to have made the contracts without the authority of the owner, the latter might have sued him for neglect of duty, or might have ratified his unauthorised acts. Lord Kingsdown, whose decision was in favour of the master, was strongly of opinion that the execution of the charter-party was *ultrà vires*; but that, as the owner had adopted it, he could not obtain the benefit of it without first repaying the master his outlay.

The result of *Bristowe* v. *Whitmore*, therefore, is, in the first place, to confirm the rule of law above stated as to the ship-master's lien against the owner; but, further, to show that a master may, by entering into a charter-party abroad, establish a new relation of principal and agent between the owner and himself, and to the extent of the charterparty put an end to the relation of employer and servant. It is clearly of the highest importance to ascertain what acts on the part of the ship-master will be sufficient to effect this change. In the present case, Lord Kingsdown held (Lords Chelmsford and Wensleydale dissenting), that the contract for conveyance of troops was, under the circumstances, the contract of an unauthorised agent; and the same conclusion must be drawn from the judgments of the other learned authorities; for their reasoning proceeds on the ground that the owners had ratified the contract, and if they were able to ratify the contract, it seems to follow that they might have repudiated it. (See *Gibbs* v. *Charlton*, 26 L. J. Ex. 322.) Hitherto it has been laid down that the owners are bound to the performance of any lawful contract made by the master abroad relative to the "usual employment" of the ship (See "Abbott on Shipping," p. 100, Maclachlan, pp. 121—128, and the cases there cited). *Bristow* v. *Whitmore* seems to decide that the conveyance of troops at least is not part of the "usual employment" of a vessel, and that the owners may, or may not at their option, ratify the act of their master in undertaking it.

The rights of the master in *Bristow* v. *Whitmore* were in a peculiar position. On the charterparty under seal an action or suit could have been brought only in his name. He himself might have brought the action, and recovered the freight. Had he done so, the owner could have sued him only for money had and received; and in such an action he would have been allowed to claim his expenses as a set-off. This also he would have been permitted to do, if he had brought a suit in equity. On the other instrument not under seal the owners might have sued in their own names, and might have recovered the freight without reimbursing the master. Had this been done, Lord Cranworth supposes that in a court of equity the master would have enjoyed the same advantage as he would have had in the former case. Lord Chelmsford, however, appears to think otherwise (4 De. G. & J. 338), and that equity would not go further than the law.

It was further argued by the opponents of the master's claim that he might, if he also wanted money, have hypothecated the ship. But this seems extremely doubtful. The criterion of the right to hypothecate is necessity (Maclachlan, p. 47)—that is to say, absolute failure of personal credit, which did not exist in this case. And why should the parties be put to the expensive process of hypothecation, when the master was in a position to raise the money without paying maritime interest?

It is remarkable that the rule which denies to the master any lien upon the ship or freight for advances is opposed to the provisions of the Roman law, and of the maritime law of most modern nations. Reasons for the existence of this discrepancy were suggested in the course of the litigation in *Bristow* v. *Whitmore*. It may have arisen partly from the technical nature of our law of lien, which requires that there shall be possession of the property upon which the lien attaches to enable a party to enforce it. A more powerful reason appears to be, that the rule is intended to preserve the legal provision of the vessel and its earnings at all times in the owner (*Green* v. *Briggs*, 6 Hare 395, 404); a result which would be seriously interfered with if the master could detain the ship or its freight on pretence of any claim of his own. In such a case the owner would be deprived of his ship and freight until all accounts were settled with the master.

The simplicity and universality of the general rule is undoubtedly to some extent broken in upon by *Bristow* v. *Whitmore*. We have in this case, probably for the first time, an instance of a master of a ship having executed a charter-party abroad, which, whether *ultrà vires*, as Lord Kingsdown supposes, or not, was, at least, not repudiated by the owner, successfully claiming his expenses incurred in the necessary fulfilment of the contract, as a payment out of the freight. The relation of employer and servant has, by acts of the master alone, been put an end to, and a new relation, that of principal and agent, has, to the extent of the contract, been substituted between him and the owner The decision in *Bristow* v. *Whitmore* gives additional security to the rights of the master of a ship, but it does so by an invasion of the doctrine insisted on by Lord Wensleydale—that the ship master is a mere servant of the owners, acting for their benefit, and it furnishes a remarkable limitation to the principle of law—that the contracts of the master abroad bind the owners. More obvious exceptions to the same rule occur in the cases of *Burgon* v. *Sharpe*, 2 Campb. 529, and *Dewell* v. *Moxon*, 1 Taunt. 391. See also "Story on Agency," sect. 116, and *Pickering* v. *Holt*, 6 Greenl. 160.

EQUITY.

Rectification of a Settlement on the Ground of Mistake.

Elwes v. *Elwes*, L. J., 9 W. R. 307, 820.

By the plaintiff's marriage settlement, executed in 1826, certain manors and lands were settled to the use, *inter alia*, of the plaintiff for life; remainder to trustees for 2,000 years to secure £20,000 for younger children; remainder to the use of the first and other sons of the plaintiff in tail male; remainder to the use of the plaintiff in tail general; remainder to the use of the plaintiff's father, R. C. Elwes, in fee. In 1852, the plaintiff, having become involved in pecuniary difficulties, applied to his father for assistance, which the father consented to give, provided a re-settlement should be made, under which the estates should descend in the male line. Ultimately, in 1852, the estates were settled, subject to the uses of the settlement of 1826 preceding plaintiff's estate in tail general, to such uses as the plaintiff's father and himself should jointly appoint, and in default of appointment, to the use of Valentine Elwes, the plaintiff's first son in tail general; remainder to the plaintiff's other sons in tail; remainder to the plaintiff's daughter in tail; remainder as R. C. Elwes should appoint. As R. C. Elwes was anxious that the estates should descend in the male line, and gave the plaintiff a consideration for his concurrence in effecting this, the plaintiff consented that this should be so, provided that the sum of £100,000 should be secured to his daughters. Accordingly, the estates were (subject to the uses precedent to the plaintiff's estate tail) appointed to such uses as R. C. Elwes and himself should appoint, and in default of appointment, to trustees for 1,500 years from the decease of the plaintiff and R. C. Elwes, or on failure of the limitations of 1826, and, subject thereto, to the use of the first and other sons of the plaintiff in tail; remainder as R. C. Elwes should appoint, and, in default of appointment, to R. C. Elwes's other sons successively in tail male; with an ultimate remainder to R. C. Elwes in fee. R. C. Elwes died in 1852. In 1856, Valentine Elwes being about to marry, his estate in tail male in remainder was barred and the estates resettled. The disentailing deed contained a saving of the plaintiff's life estate under the settlement of 1826, and of the trusts of such life estate, as also of the several powers thereto annexed; but neither the disentailing deed nor the settlement contained any mention of the term of 1,500 years which was to secure a sum of £100,000 for the plaintiff's daughters. Previously to the execution of the disentailing deed, the plaintiff and Valentine Elwes signed an agreement (*inter alia*) to the effect that Valentine Elwes should disentail the reversion of the estates, and limit them (subject to the plaintiff's life interest and powers, and all subsisting charges) to the joint appointment of the father and son, and, subject thereto, to the use of Valentine Elwes for life; remainder to his first and other sons in tail, &c. The plaintiff filed his bill, praying that the settlement should be rectified by an insertion of the term of 1,500 years. The plaintiff, as also the agent of both parties, who was consulted as to the terms of the settlement, and the family solicitor, affirmed their belief that the term was omitted by mistake. There was, however, no evidence of any agreement to keep it alive, or even that it had been mentioned while the scheme of re-settlement was being prepared. The decision of Vice-Chancellor Stuart, who dismissed the bill with costs, was accordingly affirmed, on appeal, by the Lords Justices.

That articles are to be more liberally construed even than a will in favour of the beneficiaries was laid down in the case of *Trevor* v. *Trevor*, 2 Brown's Parl. Cases, 122, and has never since been contradicted. Thus, limitations in articles giving an estate tail to the husband or the wife, or to both husband and wife if the land be the husband's, are to be executed in strict settlement (*vide* Fearne Con. Rem. pp. 93, 94, Ed. 1844),

if either the settlement be not prepared until after the marriage, or if it profess to be founded upon the articles. If the settlement, however, precede the marriage, and contain no reference to the articles, its provisions are final, and will be regarded by the Court as rightly declaring the intention of the parties, even though it do not conform to the usual provisions of marriage settlements (Fearne, p. 107). Such a marriage settlement, therefore, is to be construed like any other deed, and will not be altered by the Court in favour of any alleged general intention to provide for the issue. On the other hand, if a mistake have occurred in framing it, so that its terms do not correspond with the intention of the parties declared by them while the settlement was being prepared, it will be rectified, like any other instrument, upon the general ground of mistake. Such a mistake, however, must have been common to both parties. If, as in the principal case, it has been unilateral only, the party who neglected to watch his interests, and to have a stipulation framed to secure the object of his intention, is remediless, *vigilantibus non dormientibus subveniunt leges*. If, indeed, the precise matter were kept out of his view by the artfulness of the opposite party, such a state of things might give him a *locus standi* in a court of equity, on the ground of the fraud so practised on him. Fraud, however, is a ground of relief wholly different from that of mistake, and can never be substantiated by the mere fact of an omission of a stipulation not mentioned at the time, and to keep which out of view the other party is not shown to have done any positive act. But a mere mistake, forgetfulness, or negligence, on the part of one party only is, *toto cælo*, different from a case wherein fraud has been practised, or where a mistake has occurred, in not reducing to writing the declared intention of *both* parties. "No settlement," says the Vice-Chancellor, in the present cases, "has ever been altered or reformed on the ground that a stipulation, which was wished or intended by one of the contracting parties, but never agreed to or even mentioned or brought to the attention of the other of the contracting parties, had been omitted." In such a case the maxim, "*caveat emptor*," applies. The Court does not make the contracts of its suitors; it merely rectifies the evidences of the terms of those contracts, when these are by mistake imperfectly reduced to writing, and, consequently, differ from the declared intention of the parties.

It may be observed that the daughters of the plaintiff, although they were purchasers under his own settlement as to the sum of £20,000, and even of the sum of £100,000 as regards the plaintiff under the deed of 1846, were not purchasers of the latter sum as against the defendant, because he took an estate tail prior to the limitation to the trustees of the term securing that sum. The circumstances of the case are peculiar, and certainly go far to show that the plaintiff intended to secure this charge for them, although it was nearly one-third of the estimated value of the fee-simple estates. It was carefully bargained for by the plaintiff in 1846, as a compensation to them for his consenting to exclude them from their right to succession under the limitation to him in tail general in the settlement of 1826. But, as it was subsequent to the estate tail of the defendant limited by the settlement of 1826, he should not be presumed to give it priority, especially as the daughters were entitled under their father's settlement to a charge of £20,000 prior to the defendant's estate tail. The prayer of the bill, therefore, should have been, as observed by Turner, L.J., "not to correct the settlement according to the agreement of the parties, but to add to their agreement a provision which had not been determined upon or even agitated between them." The case is a little intricate, owing to the conflicting intentions of the parties; the grandfather, R. C. Elwes, having been anxious that the estates should go in the male line while the father was anxious to provide amply for the daughters, and yet to comply in the main with the wishes of the former. As, however, there was no express stipulation as to the term of 1,500 years and the very considerable sum which it secured throughout the entire negotiation between father and son which led to the settlement of 1857, there is no room to question the soundness of the decision.

COMMON LAW.

Practice—Discharge of Execution Debtor under 48 Geo. 3, c. 123.

Cook v. *Beardsall*, Exch., 9 W. R. 790.

With reference to this case, it must be remembered that though under 7 & 8 Vict. c. 96, s. 57, a person cannot be taken in execution for a judgment debt which does not exceed £20 exclusive of the costs, that provision applys only to judgments in action brought for the recovery of a *debt*, and not for a tresspass, assault, and the like. It is to relieve persons in prison who have been taken on such judgments, wherein damages have been awarded under £20, that the statute 48 Geo. 3, c. 123, was passed. The particular point of practice decided in the present case upon this Act has, we believe, been long settled. Indeed, there is an express rule of Court upon the subject, though it does not appear to have been brought before the notice of the Court. We refer to Reg. Gen. H. T. 1853 (Pr.) r. 128, which provides that the rule for the prisoner's discharge under the Act may be made *absolute in the first instance*, on an affidavit having been filed of notice having been given ten days previously to the application. It has been held that this notice should be served on the plaintiff in the action in which the prisoner is detained, not on the attorney on the record. (See *Harris* v. *Turtle*, 8 Mer. & W. 258.) In the present case, it was served on the *executor* of the plaintiff, the latter having died while the defendant lay in prison.

Respective Rights of Personal Representatives and Judgment Creditors.

The Wolverhampton and Staffordshire Banking Co. v. *Marston*, Exch. 9 W. R. 790.

An important case with reference to the respective rights of judgment and other creditors of a deceased person. A creditor of A. brought an action against his personal representative and obtained judgment therein, whereupon issued a writ of *fi. fa. de bonis testatoris*. In the interim, however, between the signing of the judgment and the issue of this writ, the defendant had by deed assigned all A.'s property to trustees for the benefit of A.'s creditors generally; and the question then arose upon an interpleader summons, taken out by the sheriff into whose custody the goods came on the execution of the *fi. fa.*, whose title should prevail—that of the trustees, or that of the creditor who had obtained the judgment.

Now, generally speaking, and irrespective of the policy of the bankrupt law (which does not affect the present case, as A. does not appear to have been a trader) a debtor has a right to prefer one creditor to another. Hence, an assignment by deed by a man (not being a trader) of all his effects to one or more of his creditors, or to trustees for their benefit, is good enough, provided, alway, that the circumstances of the case do not bring it within the scope of the statute against fraudulent conveyances (13 Eliz. c. 5), which makes void such a deed as against creditors, if made with intent to defraud them. This proposition was discussed and determined as above in the case of *Pickstock* v. *Lyster* (3 M. & S. 371), and the doctrine, in fact, governed the present case; for (as observed by the Chief Baron) if a man may make a *bonâ fide* assignment of this sort, it follows that his representative may do so also—to which we may add, that the circumstance of one of the creditors having obtained judgment makes no difference, provided he had not levied execution; inasmuch as the property in a defendant's goods and chattels is bound only for the satisfaction of the judgment creditor, from the *teste* or issuing of the *fi. fa.* It is to be observed that the Court in deciding in favour of the validity of the assignment intimated that the judgment creditor probably had a remedy against the executor on a *devastavit*. To explain this, it must be remembered that if an executor or administrator be extravagant in his payment even of necessary expenses incurred after death (as for the interment of the deceased), or misapply the assets coming to him in any particular, it amounts, in technical language, to a *devastavit* or waste of the substance of the deceased. The mode of proceeding to be adopted by a creditor in such a case is, first of all to sue the executor or administrator, and obtain judgment (as in the present case), and then obtain from the sheriff a return that there are no goods on which a levy can be had; though sufficient goods of the deceased for the purpose came into the hands of the defendant to be administered, which were, before the coming of the writ to the sheriff, by the defendant wasted and converted to his own use. This return will be evidence of a *devastavit;* and if the execution creditor should afterwards (as he may) commence an action against the executor or administrator on the original judgment, he may have execution thereon against the defendant personally; or else he may sue out a *sci. fa.*, on the judgment in the original action, and then establish the fact of a *devastavit* by the inquisition of a jury, and require the defendant to show cause to the Court why execution should not issue against him personally.

Correspondence.

ATTESTATION OF WILLS.

Observing a correspondence on this subject in your journal, I trouble you with the following form, which I have used for some years without any objection:—

"Signed by the said A. B., the testator, in the joint presence of us, who jointly in his presence hereto subscribe our names as witnesses."—Yours faithfully,

Plymouth, Aug. 12. GEO. PRIDHAM.

MORTGAGES—DAYS FOR PAYMENT OF INTEREST

I have been largely engaged during the last ten years in the collection of interest-monies, and can therefore bear testimony to the great benefit that would result to both solicitor and client by the adoption of a uniform day of payment, as suggested by your correspondent of the 30th ult.

There is much to be said in favour of the 1st of January as pay-day; and the only time, in my opinion, to be preferred is the 20th of March, on which day the income-tax falls due. The calculation of tax being thus simplified, mortgagees would appreciate the new arrangement.

A MANAGING CLERK.

INSURANCE OF TRADE BUILDINGS, &c.

Would any of your readers state what is the practice as to the tenant or landlord insuring buildings—(a manufactory) containing also machinery, turned by water only—which have been agreed, by a memorandum in writing, to be let for a short term, at a *net* rent for the whole—clear of all deductions, except property tax.

Tenant to keep in repair, and leave premises and machinery in as good condition at the end of term. A schedule and valuation were made and attached, but in the agreement, there is no express mention as to the insurance either by landlord or tenant; but that lease was to be subject to usual covenants in such a case. J. R.

JUDGMENT DEBT.—INTEREST.

A bill of exchange carrying interest at £5 per cent. should, I think, be considered an agreement within the 76th practice rule of Hilary Term, 1853, so as to entitle the party issuing execution on foot of a judgment entered up thereon to indorse the execution to levy interest at £5 per cent. The agreement, although not express, is implied by law, and is, I think, equally efficacious as an express agreement that the debt should carry £5 per cent. interest. M.

EXAMINATION OF ARTICLED CLERKS.

Do you think the examiners at the *next* examination will expect candidates to answer on the recent Bankruptcy Act, which I see comes into operation next October.

As a subscriber, and knowing you are ever willing to render articled clerks such assistance as lies in your power, I take the liberty of thus troubling you, and by letting me know in your next impression, you will greatly oblige,

AN ARTICLED CLERK.

[We think it in the highest degree probable—a matter almost of certainty—that one or more questions relating to the main provisions of the new Bankrupt Act will be asked at the forthcoming examination. We anticipate, however, that such a question or questions will be confined to the general outlines of the measure, which will at that time, it must be remembered, have come into operation.—ED. *S. J.*]

Review.

A Treatise on the Law of Inland Carriers. By EDMUND POWELL, Esq., of Lincoln College, Oxford, M.A., and of the Inner Temple and Western Circuit, Barrister-at-Law, author of "A Treatise on the Principles of Evidence." London: Butterworths.

The law of carriers, which is a branch of the law of bailments, has been ably treated of by Story and Angell, as also by Mr. Smith, under the head of "Cogge *v.* Bernard," Smith's Lead. Cas., vol. 1, p. 147. In that famous case Holt, C.J., maintained the soundness of the distinction between ordinary and gross negligence; and held that carriers for hire were liable if guilty merely of the former. Mr. Powell seems disposed to concur with Denman, C.J. (*Hinton v. Dibbin*, 2 Q. B. 646), and with Rolfe, B. (*Wilson v. Brett*, 11 M. & W. 115), in regarding this distinction of cases of negligence as unintelligible, and prefers the use of the word culpable, as it alone, in his opinion, indicates those species of negligence of which the law takes cognizance. We cannot concur in this use, or disuse, of legal terms. Indeed, the use of the word culpable involves a *petitio principii*, for it cannot be used to designate the conduct of a bailee until his character as a gratuitous or hired agent shall have been first ascertained, the latter being liable to be considered to have acted culpably in many cases in which a gratuitous bailee would have been held innocent. The distinction, in point of law, between carriers for hire and common carriers is, as our readers are aware, that as to the latter the law implies a contract of insurance against all contingencies except tempest or such like natural accidents, and the King's enemies. A common carrier is defined by Story, in his treatise on Bailments, 1495, to be one "who undertakes for hire or reward to transport the goods of such as choose to employ him from place to place." Kent's definition corresponds with this; but Mr. Powell correctly observes that regularity and permanence in the occupation should enter into the definition, inasmuch as even special contracts by hired carriers are less strictly construed than the liabilities of common carriers.

The third chapter of this treatise is an interesting one, as it sets forth the legal liabilities of railway companies, stage-coach proprietors, &c., in respect to the accidents that may befal their passengers. The author distinguishes between booking-office keepers, warehousemen, and common carriers, and illustrates the law applicable to each class by a selection of cases. The seventh chapter, "on the duties of carriers as regulated by special contract and by the Carriers Act (1 Will. 4, c. 68)," traces the law historically, and shows that the Carriers Act was the natural result of the conflict between the common law duties of carriers and their attempts to limit those liabilities by means of special contracts. The Act has rendered a compliance with its conditions by the posting of a notice, &c., an indispensable condition to the limitation of the common law liabilities of carriers; but it still admits of special contracts between the sender and carrier; *vide The Belfast and Ballymena Railway Company v. Keys*, lately decided by the House of Lords (9 W. R. 793). Mr. Powell notices a seeming conflict of decisions as to the conclusiveness of such contracts; the Court of Queen's Bench, having, in the case of *Walker v. York and Midland Railway Co.*, held the contract to be special only on the finding of the jury, while the Court of Common Pleas, in the case of *York, Newcastle, and Berwick Railway Co. v. Crisp* (14 C. B. 527), has treated the contract as manifestly and necessarily special on the terms of the notice used. The author does not state which view he prefers. But, although the effect of the decisions in both courts is the same, yet, as they proceed on different principles, a scientific jurist might naturally be expected to offer some comment *tantas componere lites*. In the eighth chapter Mr. Powell again declares against the distinction of cases of negligence into ordinary and gross, and yet he inconsistently adds that it is "essential to ascertain and to state clearly to a jury the precise amount of prudence and duty which attach as inseparable incidents to the class of bailees within which the carrier is to be placed." But we cannot see how this classifaction is to be facilitated in practice by the disuse of established definitions. He admits that there is a distinction between fraud and negligence, the former being characterised by moral, the latter by intellectual, defects. This is a good metaphysical analysis of motives; but the legal effects in a civil point of view between both classes of defects are by no means so distinguishable from each other as are those of ordinary and gross negligence. Mr. Powell notices a numerous class of cases in which it has been held that a carrier is liable for no degree of negligence if it shall have been agreed upon between him and the sender that the conveyance is to be *at the risk* of the latter. He dissents, justly we think, from the principle on which these cases have proceeded, and which threatens to invert the common law rule as between the sender and the carrier. The eleventh chapter comprises a considerable amount of important matter, too much condensed, perhaps; but it is, nevertheless, stated lucidly and in perspicuous order. It relates to actions against and

by carriers; and states the law applicable to the pleadings and evidence, as also to the damages and costs, incident to such cases. The twelfth chapter, on railway carriers, is nearly a summary of the provisions of the various Railway Acts. The author accounts for its comparatively meagre supply of information by the fact that, as railway companies have engrossed the vast proportion of the inland carrying trade of the kingdom, their rights and duties are discussed everywhere throughout the treatise. This reason appears to us rather to indicate an urgent necessity that the various leading Railway Acts should be arranged by practical writers on the law of carriers according to the principles discernible as connecting links in them, in order that a way should "be gradually opened to what the author in the next chapter, on the Railway and Canal Traffic Act, 1854, s. 7," points out as a manifest desideratum in this branch of law—a general Consolidation Act, applicable to all carriers, whether by land or by water. The thirteenth chapter treats of the Railway and Canal Traffic Act, 1854, s. 7, and of the cases that have arisen under it. The policy of that Act was to limit the powers of railway companies to make special contracts, limiting their liabilities as common carriers. It prohibits all undue preference of any particular customers of the company, and also their insisting upon unreasonable stipulations on their own behalf. The effect of the Act, as Mr. Powell justly observes, is to place the whole railway system under the control of the courts. We may add that the general principles of free trade can, on no ground of policy, be held applicable to railway companies, and that if our Government will not directly act upon bureaucratic principles in respect to such bodies, they at all events act wisely in subjecting their contracts to an especial censorship to be exercised by the courts. A general consolidation Act, however, if sufficiently comprehensive in its affirmative as well as in its restrictive provisions, would tend to preclude the formation of special contracts by such companies; and consequently, any litigation as to the meaning of such. These are at present often the subject of a law suit, in which the Court is required by the statute 17 & 18 Vict. c. 31, to pronounce upon the reasonableness of charges, while no rule for its guidance is given by that Act—a discretion which the judges are by no means jealous of preserving for themselves, (*vide* Cresswell, J., in *Ransome* v. *The Eastern Counties Railway*, 1 C. B. N. S. 452). In the fourteenth chapter Mr. Powell treats of injunctions under the last-mentioned Act; as also, though somewhat briefly, of the necessary requirements of the affidavit to be used, and of the costs incident to such applications. He notices a class of cases under private Acts, from which he professes to have extracted but little of general principles, with the exception that they disclose a tendency in the courts, even independently of the 17 & 18 Vict. c. 31, s. 2, to discountenance favouritism by railway companies towards particular customers. The principle of these cases appears to us to be sufficiently sound as discouraging frauds on the public.

The last chapter is devoted to the consideration of the duties of inland carriers by water. Mr. Powell notices in it that as the Carriers Act did not apply to this class of bailees, and as the Railway and Canal Traffic Act, 1854, applies only to canal companies, the consequence is that river and unincorporated companies may limit their liability even for gross negligence, by means of a special contract, or by affecting a customer with even an implied knowledge of a public notice. So far as the transactions of such companies are concerned, all the evils of the old law of carriers continue unabated. Until the various statutes referred to in this treatise shall be consolidated into a single enactment, just as the numerous Acts relating to traffic by sea were united together in the Merchant Shipping Act, 1854, the laws relating to inland carriers must necessarily continue disjointed and perplexing to the practitioner. The treatise before us states the law of which it treats ably and clearly; but it does not aim at clearness of definitions, nor does it endeavour to apply first principles to the solution of apparent anomalies or of conflicts in the cases which it sets out. The practical merits of the work, however, tend to compensate, so far as the practitioner is concerned, for those defects. The arrangement of the chapters is sufficiently correct, if we except the separation of the sixth from the fourth chapter, with which it is identical in substance and almost in title, as both relate to the liabilities of carriers at common law. The various carrier, railway, and canal Acts are given in an appendix. The treatise is about the same size as the former edition, and contains a good index.

Public Companies.

REPORTS AND MEETINGS.

BLYTHE AND TYNE RAILWAY.

At the half-yearly meeting of this company, held on the 12th inst., the following dividends were declared for the past half-year, viz., at the rate of 10 per cent. per annum on the original preference shares, 9½ per cent. per annum on the ordinary and extension shares, and 5 per cent. per annum on the A and B preference shares.

BRADFORD, WAKEFIELD, AND LEEDS RAILWAY.

At the half-yearly meeting of this company, held on the 20th inst., a dividend at the rate of 6½ per cent. per annum was declared for the past half-year.

EDINBURGH AND BATHGATE RAILWAY.

At the half-yearly meeting of this company, held on the 9th instant, a dividend was declared at the rate of 6*s.* per share, and of 4 per cent. on sums paid in anticipation of calls.

FURNESS RAILWAY.

At the half-yearly meeting of this company, held on the 16th inst., a dividend of 4 per cent. was declared for the past half-year.

GLOUCESTER AND DEAN FOREST RAILWAY.

At the half-yearly meeting of this company, held on the 10th inst., a dividend of 12*s.* 6*d.* per share (free of income-tax) was declared for the past half-year.

GREAT NORTHERN RAILWAY.

At the half-yearly meeting of this company, held on the 17th inst., a dividend at the rate of £3 15*s.* per cent. per annum was declared on the open stock of the company for the past half-year.

GREAT WESTERN RAILWAY.

At the half-yearly meeting of this company, held on the 16th inst., a dividend at the rate of 2¼ per cent. per annum was declared for the past half-year on the ordinary stock of the company.

HULL AND SELBY RAILWAY.

At the half-yearly meeting of this company, held on the 14th inst., the following dividends were declared—viz., £2 9*s.* 6*d.* on each of the £50 shares, £1 4*s.* 9*d.* on each of the £25 or half-shares, and 12*s.* 4½*d.* on each of the £12 10*s.* shares, subject to the deduction of income-tax.

LANCASHIRE AND YORKSHIRE RAILWAY.

At the half-yearly meeting of this company, held on the 14th inst., a dividend of £2 1*s.* per cent., less income tax, was declared for the past half-year, payable on the 2nd of September.

LONDON AND BLACKWALL RAILWAY.

At the half-yearly meeting of this company, held on the 13th inst., a dividend at the rate of £2 15*s.* per cent. per annum was declared for the half-year ending June 30.

LONDON AND NORTH WESTERN RAILWAY.

The directors of this company have resolved to recommend to the proprietors at the half-yearly meeting to be held on the 23rd inst, a dividend at the rate of 3½ per cent. per annum, carrying forward a balance of about £12,000.

LONDON AND SOUTH WESTERN RAILWAY.

At the half-yearly meeting of this company, held on the 15th inst., a dividend at the rate of 4 per cent. was declared for the past half-year on the consolidated stock of the company.

MID KENT RAILWAY.

At the half-yearly meeting of this company, held on the 12th inst., a dividend at the rate of 3 per cent. per annum was declared for the past half-year.

MID KENT (BROMLEY TO ST. MARY CRAY) RAILWAY.

At the half-yearly meeting of this company, held on the 20th inst., a dividend at the rate of £3 per cent. per annum was declared for the past half-year.

MIDLAND RAILWAY.

At the half-yearly meeting of this company, held on the 20th inst., the following dividends were declared for the past half-year, payable on the 2nd September next—viz. £3 2*s.* 6*d.* upon each £100 consolidated stock, of £2 8*s.* 9*d.* upon each £100 consolidated Birmingham and Derby stock, of £3 2*s.* 6*d.* upon each £100 consolidated preferential and Erewash Valley stock, £2 5*s.* per cent. on the 4½ per cent. preferential stock, £2 on the Leicester and Hitchin stock, 2½ per cent. on the 4½ per cent. redeemable stock, 1*s.* 7*d.* on the £6 preference shares, and of 9*d.* on the £6 4*s.* shares, leaving a balance of £1,985 for the current half-year.

MIDLAND WAGON COMPANY, BIRMINGAAM.

At the half-yearly meeting of this company, held on the 21st inst., a dividend of £10 per cent. on original shares, with a bonus of £5 per cent, was declared for the past half-year. The £6 per cent. debenture debt of the company has been extinguished, and, with the exception of £900, at £5 10s. per cent., the whole amount now bears interest at £5 per cent.

NORTH AND SOUTH WESTERN JUNCTION RAILWAY

At the half-yearly meeting of this company, held on the 16th inst., a dividend at the rate of 5 per cent. per annum, was declared for the past half-year.

NORTHERN AND EASTERN RAILWAY.

At the half-yearly meeting of this company, held on the 15th inst., the following dividends were declared for the past half-year, viz., on the shares of £50 guaranteed 5 per cent. per annum, £1 5s. each, and on the shares of £50 guaranteed 6 per cent. per annum, £1 10s. each.

NORTH DEVON RAILWAY.

At the half-yearly meeting of this company, held on the 21st inst., the following dividends were declared:—Dividend at the rate of 17s. 6d. per cent. per annum on the ordinary stock and of £1 15s. per cent. per annum on the preference stock, for the half-year ending the 30th of June, payable on the 2nd of September.

NORTH LONDON RAILWAY.

At the half-yearly meeting of this company, held on the 18th inst., a dividend at the rate of 5 per cent. per annum was declared for the past half-year.

ROYSTON AND HITCHIN RAILWAY.

At the half-yearly meeting of this company, held on the 19th inst., a dividend at the rate of 6 per cent. per annum, less income-tax, was declared for the past half-year.

SALISBURY AND YEOVIL RAILWAY

At the half-yearly meeting of this company, held on the 16th inst., a dividend of 5 per cent, per annum on the preference capital and of 4½ per cent. per annum on the ordinary capital was declared for the past half-year.

SOUTHAMPTON DOCKS COMPANY.

The directors, by their report, recommend that a dividend of £1 10s. per cent. be declared for the past half-year.

SOUTH WESTERN STEAM-PACKET COMPANY.

At the half-yearly meeting of this company, held on the 15th inst., a dividend at the rate of £5 per cent. per annum was declared for the past half-year.

SOUTH YORKSHIRE RAILWAY.

At the half-yearly meeting of this company, held on the 10th inst., a dividend at the rate of 4½ per cent. per annum, less income-tax, was declared on the ordinary stock of the company for the past half-year.

WEST MIDLAND RAILWAY.

At the half-yearly meeting of this company, held on the 15th inst., the following dividends were declared for the past half-year, viz., a dividend at the rate of 6 per cent. per annum on the first guaranteed stock of the Oxford section; a dividend at the same rate on the second guaranteed stock; a dividend at the rate of 5 per cent. per annum on the redeemable preference shares of the Newport section; a dividend at the rate of 6 per cent. on the first preference 6 per cent. shares of the Newport section; and a dividend at the rate of 6 per cent. on the second preference shares of the same section.

ULVERSTONE AND LANCASTER RAILWAY.

At the half-yearly meeting of this company, held on the 10th inst., a dividend at the rate of 2½ per cent. per annum was declared for the past half-year.

Births, Marriages, and Deaths.

BIRTHS.

DENNY—On Aug. 2, the wife of W. F. Denny, Esq., Hanover-park, Peckham, Surrey, Solicitor, of a son and daughter.

HUGHES—On Aug. 16, at Upper Tulse Hill, Mrs. S. Hughes, of a son.

MARRIAGES.

COMINS—STEVENS—On Aug. 15, William Willoughby Comins, Esq., of Great Portland-street, London, Solicitor, to Mary Anne Comins, daughter of Thomas Howell Stevens, Esq., of Eton College, Bucks.

HUNT—HODSON—On Aug. 10, William Hunt, Esq., Solicitor, of Bristol, to Catherine, daughter of the late Rev. John Hodson, of Shaftesbury.

MOUNSEY—COPE—On Aug. 15, George William Mounsey, Esq., M.A., of Trinity College, Cambridge, and of Lincoln's-inn, Esq., Barrister-at-Law, to Agnes, daughter of the late Isaac Cope, Esq., of Castle White, in the county of Cork.

THEARSBY—HAWORTH—On Aug. 13, William Thearsby Poole, Esq., Clerk of the Peace for Carnarvonshire, to Margaret, daughter of the late George Haworth, Esq., of Hawthorn House, Rossendale.

DEATHS.

AUSTEN—On Aug. 20, Benjamin Austen, Esq., Gray's-inn, aged 72.

EARNSHAW—On Aug. 15, Thomas Earnshaw, Esq., in his 48th year, son of the late William Earnshaw, Esq., Solicitor, of H.M.'s Customs, and son-in-law of the late Mr. Alderman Farebrother.

JONES—On July 29, Frederick Jones, Esq., of Lincoln's-inn, Barrister-at-Law, aged 49.

MACILWAIN—On Aug. 20, Elizabeth, wife of George Macilwain, of the Court-yard, Albany, and daughter of the late John Daubeny, Esq., D.C.L., of Doctors'-commons.

PARHAM—On Aug. 16, in his 69th year, Benjamin Parham, Esq., late Judge of the Worcestershire County Courts.

SHAW—On June 5, at Newcastle, New South Wales, Rosa Josephine, wife of the Rev. Thomas Head Shaw, B.A., and daughter of the late Frederick Hodgson Clarke, Esq., Barrister, of Lincoln's-inn, aged 23.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Party claiming the same, unless other Claimants appear within Three Months:—

BEAMISH, FRANCIS, Gent., Dinan, France, £491 2s. 8d. Consols.—Claimed by JOHN O'MEARA BEAMISH, the person named in the said order.

LEEVES, Rev. HENRY DANIEL, Clerk, Blandford-place, Regent's park, £333 6s. 8d. Three per Cent. Annuities.—Claimed by SOPHIA MARY LEEVES, Widow, acting surviving executor of the said Henry Daniel Leeves.

MARSHALL, ELIZABETH, Spinster, Beverley, Yorkshire, £2,300 New £4 per Cents.—Claimed by JOHN HOLLAND, administrator, with will annexed *de bonis non* of the said Elizabeth Marshall.

WEBB, CHARLOTTE SARAH, Widow, Ross, £6 Consolidated Long Annuities.—Claimed by Rev. WILLIAM WEBB ELLIS, the surviving executor.

Next of Kin.

DODGE, GEORGE, who died in South America in 1861, next of kin to apply to the Solicitor of the Treasury, Whitehall, London.

London Gazettes.

Professional Partnerships Dissolved.

FRIDAY, Aug. 23, 1861.

PAWLE, JOHN CHRISTOPHER, JOHN HENRY BELFAGE, and FREDERICK ASPREY, Attorneys & Solicitors, 7, New-inn, Strand (Pawle, Belfage, & Asprey). May 22, by mutual consent.

Windings-up of Joint Stock Companies.

TUESDAY, Aug. 20, 1861.

UNLIMITED IN CHANCERY.

DISTRICT SAVINGS' BANK (LIMITED.)—Petition for winding-up, presented August 16, will be heard before V.C. Wood, on August 30, at the Crown Inn, Woodbridge, Suffolk, at half-past twelve.

ELECTRIC TELEGRAPH COMPANY OF IRELAND.—The Master of the Rolls has peremptorily ordered a call of fifteen shillings per share on all contributories who have not been compromised with, to be paid on October 1, at twelve, at 3, South-square, Gray's-inn, London.

LIFE ASSURANCE TREASURY.—V.C. Wood has appointed Robert Palmer Harding, 3, Bank-buildings, London, and 3, Serle-street, Lincoln's-inn, Middlesex, interim manager of this company.

LIFE ASSURANCE TREASURY.—Creditors to prove their debts before V.C Wood forthwith.

UNLIMITED IN CHANCERY.

FRIDAY, Aug. 23, 1861.

BANK OF TURKEY.—Petition for dissolution and winding-up presented August 20, will be heard before V. C. Wood, on the first petition day in November next. R. and C. H. Hodgson, Solicitors for Petitioner, 10, Salisbury-street, Strand.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Aug. 20, 1861.

EAGLES, EDWARD, Farmer & Miller, Staverton, Northamptonshire. Barton & Son, Solicitors, Daventry. Oct. 1.

FAWKES, JOHN, Farmer, Smalmstown, Kirkandrews-upon-Esk, Cumberland. Nanson, Solicitor, 9, Castle-street, Carlisle. Nov. 1.

FIELD, JABEZ, Esq., formerly of 2, Park-terrace, Park-road, Old Kent-road, Surrey, but late of 21, Maismore-square, Park-road, New Peckham, Surrey. Gover, Solicitor, 40, King William-street, London-bridge. Sept. 30.

FRAMPTON, HENRY, Farmer, formerly of Newington, Oxford, and afterwards of Burghclere, Southampton. Tanner, Solicitor, Speenhamland, Newbury, Berks. Sept. 12.

HOLT, RICHARD, Grocer, Huncoat, Lancashire. Bannister, Solicitor, Accrington, Lancaster. Oct. 23.

RICHMOND, ROBERT, Wine & Spirit Merchant, Liverpool. John & Henry Hindle, Solicitors, 41, Lord-street, Liverpool. Dec. 7.

WATSON, WILLIAM GEORGE, Watch & Case Gilder & Electro Plater & Gilder, 7, James-street, St. Luke's, Middlesex. Stopher, Solicitor, 36, Coleman-street, City. Sept. 1.

WILLIAMS, MARY, Haulier, Hunt's-lane, Avon-street, St. Philip's, Bristol. King & Plummer, Solicitors, 5, Exchange-bldgs, East Bristol. Sept. 26.

FRIDAY, Aug. 23, 1861.

BRINSDEN, WILLIAM, Gent., Elcot-mill, Preshute, Wilts. T. B. & W. Merriman and Gwillim, Solicitors, Marlborough, Wilts. Oct. 1.

BROWN, DAME MARY, Widow, 1, St. Germain's-terrace, Blackheath, Kent. Cheshoime & Gibson, Solicitors, 64, Lincoln's-inn-fields. Nov. 1.

DAWES, JONATHAN GLENN, Flour Dealer, East Retford, Nottinghamshire. Marshall & Son, Solicitors, East Retford. Oct. 1.

DOBSON, ROBERT RAGUENEAU COLTHURST, Esq., late of Cape Town, Cape of Good Hope, and previously of 30, Fortess-terrace, Kentish-town, Middlesex. White, Solicitor, 7, Southampton-street, Bloomsbury. Nov. 1.

DU PRE, REV. THOMAS, Clerk, Willoughby Rectory, Lincolnshire. Joseph & T. Lovegrove, Solicitors, Gloucester. Sept. 1.

GILL, JOHN, Esq., late of Cumrew, Cumberland. Carrick & Lee, Solicitors, Brampton, Cumberland. Sept. 20.

HINE, MARY ANN, Spinster, 30, Barnes-terrace, Barnes, Surrey. Rivolta, Solicitor, 10, Montague-street, Russell-square. Oct. 10.

JARMAN, GEORGE FARWELL, Esq., Upper Berkley-street, Middlesex. Dawes & Sons, Solicitors. 9, Angel-court, Throgmorton-street, London. Sept. 28.

LAMBERT, MRS. ELIZABETH, Widow, late of Walesby, Lincoln. Saffery, Solicitor, Market Raisen. Sept. 23.

LEWIS, JENKIN, Farmer, late of Aberbaidon, Margam, Glamorgan. Verity & Middleton, Solicitors, Brigend, Glamorganshire. Sept. 23.

REAY, STEPHEN, Clerk, M.A., Sub-Librarian of the Bodleian Library, St. Alban Hall, Oxford. Duncan, Squarey, & Blackmore, Solicitors, 10, Water-street, Liverpool. Sept. 31.

SMITH, HENRY, Licensed Victualler, Pitt's Head, Grange-road, Bermondsey, Surrey. Tebbs & Sons, Solicitors, 21, Great Knight Rider-street, Doctors' Commons. Oct. 1.

WHITTINGTON, ELIZABETH, Widow, Wootton Wawen, Warwickshire, Hancock & Hiron, Solicitors, Shipston-on-Stour, Worcestershire. Oct. 1.

WILLSON, GEORGE, Clothier & Outfitter, Market-street, Faversham, Kent. Johnson, Solicitor, West-street, Faversham, Kent. Dec. 31.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Aug. 20, 1861.

BROUGHTON, GEORGE MICHAEL, Schoolmaster, Mount Pleasant, Accrington. Livesey v. Broughton, V.C. Wood. Nov. 7.

WINTER, THOMAS, Lighterman, Old Brentford, Middlesex. Winter v. Winter, V.C. Wood. Nov. 5.

(County Palatine of Lancaster.)

MARWOOD, WILLIAM, Hemp Merchant, Netherfield-road, Everton, near Liverpool. Godwin v. Marwood, Registrar of Court, 1, John-street, Liverpool. Sept. 17.

NEEDHAM, JOHN, Gent., Frederick-street, Liverpool. Jones v. M'Kenzie, Registrar of Court, 1, North John-street, Liverpool. Sept. 17.

PRESCOTT, JOHN, Grocer & Flour Dealer, Ormskirk, Lancaster. Worsley v. Prescott, Registrar of Court, 1, North John-st., Liverpool. Sept. 16.

WILLIS, THOMAS, Joiner & Builder, Tessera-place, Liverpool. Cort v. Thurston, Registrar of Court, 1, North John-street, Liverpool. Sept. 17.

FRIDAY, Aug. 23, 1861.

CAMERON, NATHANIEL, Esq., formerly of Swansea, Glamorganshire, and late of Lewes and Hastings, Sussex. Cameron v. Cameron, V. C. Stuart. Nov. 14.

(County Palatine of Lancaster.)

HILL, PETER, Gent., Wavertree, near Liverpool. Redish v. Hill, office of Registrar, 1, North John-street, Liverpool. Sept. 17.

Assignments for Benefit of Creditors

TUESDAY, Aug. 20, 1861.

BAILEY, WILLIAM, Draper, New Sleaford, Lincolnshire. *Sol.* Haddock, 18, St. Paul's Church-yard, London. Aug. 1.

BEVAN, SAMUEL, Whitesmith & Chain Maker, Town-lane, Dukinfield, Chester. *Sols.* Darnton & Greaves, Ashton-under-Lyne. July 24.

BOOTHBY, WILLIAM, Coach & Cab Proprietor, Liverpool. *Sols.* Snowball & Copeman, 16, Castle-street, Liverpool. Aug. 16.

CAVET, JOHN, Draper, Paul's-town, Llanelly, Carmarthenshire. *Sol.* Jones, Llanelly. Aug. 10.

EDBROOKE, ROBERT, General Smith, Frogmore-street, Bristol. *Sols.* J. & H. Livett, Albion-chambers, Bristol. July 31.

GUMMERSALL, ALFRED, Cardmaker, Laister Dyke, near Bradford. *Sols.* Norris & Foster, 1, Westgate, Halifax. Aug. 1.

JAMES, GEORGE EDWIN, Milliner, Birmingham, and Bilston, Staffordshire. *Sol.* Jagger, Cannon-street, Birmingham. July 31.

ROBERTS, THOMAS, Grocer & Provision Dealer, Cambrian-place, Llanelly, Carmarthenshire. *Sol.* Jones, Llanelly. Aug. 7.

THOMAS, RICHARD, Farmer, The Craig, Llanfair, Montgomeryshire. *Sol.* Yearsley, Welshpool, Montgomery. July 31.

WESTLEY, DANIEL, Shoemaker, Road, Northamptonshire. *Sol.* Shoosmith, Northampton. Aug. 6.

FRIDAY, Aug. 23, 1861.

DRAKE, REUBEN, Draper, 3, Crosby-row, Walworth, Surrey. *Sols.* Lawrances, Plews, & Boyer, 14, Old Jewry-chambers, London. July 14.

ELLIOTT, WILLIAM HENRY, Clothier, 90, Cheapside, London. *Sols.* Lepard & Gammon, 9, Cloak-lane, London. July 26.

JORDAN, THOMAS, Chair Maker, Woodrow, Amersham, Bucks. *Sol.* Daniels, Amersham, and 15, Bucklersbury, London. Aug. 3.

NIGHTINGALE, JAMES, Beerhouse Keeper & Provision Dealer, Norfolk-street, Glossop, Derbyshire. *Sol.* Hodgson, 15a, St. Ann's square, Manchester, July, 5.

NORTH, JOSEPH, GEORGE NORTH, & JAMES NORTH, Cloth Millers, Leeds. *Sols.* Langford & Marsden, 59, Friday-street, Cheapside, for J. & H. Richardson & Turner, Leeds. Aug. 16.

STOKES, EMMANUEL, Ironmonger, 5, Market-place, Upper Holloway. *Sol.* Howell, 15, Bow-lane, London. July 23.

VOWLES, JAMES, Victualler, Plough and Windmill Tavern, East-street, Bedminster, Bristol. *Sols.* King & Plummer, 5, Exchange-buildings East, Bristol. July 27.

WATSON, HORACE, Chemist & Druggist, Laceby, Lincolnshire. *Sols.* Grange & Wintringham, Great Grimsby. Aug. 15.

WHATT, GEORGE, Grocer & Coal Merchant, Whitgift, Yorkshire. *Sol.* England, 14, East Parade, Goole. July 29.

WYNNE, ROBERT, Tailor & Draper, Holywell, Flintshire. *Sol.* Quinn, 22 Lord-street, Liverpool. Aug. 12.

Bankrupts.

TUESDAY, Aug. 20, 1861.

BATCHELAR, WILLIAM HENRY, Builder & Undertaker, Leatherhead, Surrey. *Com.* Fonblanque: Aug. 31, at 12.30; and Sept. 18, at 2.30; Basinghall-street. *Off. Ass.* Stansfeld. *Sol.* Young, 6, Serjeant's-inn, Fleet-street, London. *Pet.* Aug. 17.

CHAPMAN, JOHN, & GEORGE GRANGER, Ironmasters, Britannia Ironworks, Oldbury, Worcestershire. *Com.* Sanders: Sept. 13 and Oct. 4, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* James & Knight, Birmingham. *Pet.* Aug. 8.

FAWKNER, WILLIAM, Victualler & Car Proprietor, Kidderminster, Worcestershire. *Com.* Sanders: Sept. 9 and 30, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Saunders & Son, Kidderminster; or James & Knight, Birmingham. *Pet.* Aug. 19.

GARRETT, JOHN WILLIAM, Corn Merchant, Liverpool. *Com.* Perry: Sept. 4 and 24, at 11; Liverpool. *Off. Ass.* Bird. *Sol.* Brabner, North John-street, Liverpool. *Pet.* Aug. 16.

HARRISON, WILLIAM, Tailor & Draper, Barnsley. *Com.* Ayrton: Sept. 3 and 27, at 11; Leeds. *Off. Ass.* Hope. *Sol.* Hamer, Barnsley; or Bond & Barwick, Leeds. *Pet.* Aug. 16.

RANDALL, JAMES, Victualler, Byfleet, Cobham, Surrey. *Com.* Fonblanque: Sept. 4, at 12.30; and Sept. 24, at 1; Basinghall-street. *Off. Ass.* Graham. *Sol.* Murrough, 18, Warwick-court, Gray's-inn, Holborn. *Pet.* Aug. 14.

SIMONS, EDWARD, Lamp Dealer & Italian Warehouseman, 115, Newgate-street, London, and 36, Bull-street, Birmingham. *Com.* Fonblanque: Aug. 27 and Sept. 25, at 12.30; Basinghall-street. *Off. Ass.* Graham. *Sols.* Linklaters & Hackwood, 7, Walbrook, London. *Pet.* Aug. 19.

STEAR, WAKEHAM STEAR, Lace Warehouseman & Commission Agent, 64 & 65, Bread-street, London (Henry Wakeham Stear & Co.). *Com.* Evans: Aug. 29 and Sept. 24, at 11; Basinghall-street. *Off. Ass.* Bell. *Sols.* Moseley, Taylor, & Moseley, 9, Old Jewry-chambers, City. *Pet.* Aug. 19.

TALSEN, JOHN AXEL, 4, Whitley-villas, Caledonian-road, Islington, Middlesex, lately carrying on business at 65, Fenchurch-street, London, with Thomas Penlington, as Ship and Insurance Broker (Talsen & Co.); also at the same time carrying on business at Blackhorse-bridge, Deptford, Kent, with Thomas Penlington, as Ice Merchant (Norwegian Ice Co.). *Com.* Fonblanque: Aug. 31, at 12; and Sept. 18, at 12.30; Basinghall-street. *Off. Ass.* Graham. *Sol.* Mercer, 9, Mincing-lane, London. *Pet.* Aug. 16.

WEBB, CHARLES, General Salesman, Drury-lane, and of Chrisp-street, Poplar, Middlesex. *Com.* Fonblanque; Sept. 4, at 1; and Sept. 25, at 1.30; Basinghall-st. *Off. Ass.* Graham. *Sol.* Stopher, 36, Coleman-street, London. *Pet.* Aug. 17.

FRIDAY, Aug. 23, 1861.

COLLENS, ROBERT, Dealer in Hops, 15, Mark-lane, London. *Com.* Hilroyd: Sept. 5, at 12; and Oct. 8, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Dalton, 3, Bucklersbury, London. *Pet.* Aug. 21,

CONNIHAN, JOSEPH JOHN, & MAXIMILIAN LINDT, Merchants, 140, Fenchurch-street, London. *Com.* Fonblanque: Sept. 4, and 18, at 12; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Harrison & Lewes, 6, Old Jewry, London. *Pet.* Aug. 16.

DODDINGTON, FREDERICK THOMAS, Manufacturer of Fancy Drapery Goods and Commission Agent, 6, Falcon-square, Aldersgate-street, London, and of New Cottage, Forest-gate, Stratford, Essex. *Com.* Goulburn: Sept. 2, at 11; and Oct. 7, at 1.30; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Kimberley, 26, Old Broad-street, London. *Pet.* Aug. 21.

GREGORY, EDWARD HENRY, and LESLEY ALEXANDER GREGORY, African Merchants & Shipping Brokers, 32, Great Saint Helen's, London (Gregory, Brothers). *Com.* Fonblanque: Sept. 4, at 1.30, and 25, at 1; Basinghall-street. *Off. Ass.* Graham. *Sols.* Wild & Barber, 10½, Ironmonger-lane, London. *Pet.* Aug. 19.

HETHERINGTON, JOSEPH, Licensed Victualler, Old Oak Public House, Gordon-lane, Kentish Town, Middlesex. *Com.* Fonblanque: Sept. 5, at 11.30; and 26, at 2; Basinghall-street. *Off. Ass.* Graham. *Sols.* Powell, Son, & Cross, Staple-inn, Holborn, London. *Pet.* Aug. 16.

LIVERSIDGE, JOHN, Wheelwright, 61A, Tabernacle-walk, Saint Leonard, Shoreditch, and 8, Devon-villas, Buckingham-road, De Beauvoir Town, Middlesex. *Com.* Fonblanque: Sept. 4, at 3, and 30, at 1.30; Basinghall-street. *Off. Ass.* Graham. *Sols.* Kiss & Son, 2, Fen-court, Fenchurch-street, London. *Pet.* Aug. 21.

NEWTON, RAYMOND D'ARCY, Advertising Agent & Dealer in Newspapers, 2, Warwick-square, London. *Com.* Fonblanque: Sept. 4, at 12.30, and 30, at 2; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Lawrance, Plews, & Boyer, 14, Old Jewry-chambers, London. *Pet.* Aug. 21.

OWERS, OSCAR FITZALLEN, Bookseller & Stationer, 7, Sussex-terrace, Westbourn Grove, Paddington, Middlesex. *Com.* Fonblanque: Sept. 4, at 11.30, and Sept. 27, at 1.30; Basinghall street. *Off. Ass.* Stansfeld. *Sols.* Harrison & Lewis, 6, Old Jewry, London. *Pet.* August 13.

PARSONS, JOSEPH SAMUEL, Watchmaker & Leather Seller, High-street, Brentford and London-street, Uxbridge. Middlesex. *Com.* Fonblanque: Sept. 4, at 2, and Sept. 26, at 12; Basinghall-street. *Off. Ass.* Stansfeld. *Sol.* Burr, 12, Paternoster-row, London. *Pet.* Aug. 20.

PATCH, ROBERT, Grocer, Wine, Ale, & Stout Merchant, Lewisham. *Com.* Fonblanque: Sept. 4, at 2.30, and Sept. 26, at 1.30; Basinghall-street. *Off. Ass.* Graham. *Sol.* Mote, 33, Bucklersbury, London. *Pet.* Aug. 20.

RENAUT, SAMUEL, Innkeeper, 59 & 60, St. James's-street, St. George, Hanover-square, Middlesex, *Com.* Holroyd: Sept. 5, at 2.30, and Sept. 28, at 11.30; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Combe, 25, Bucklersbury, London. *Pet.* June 25.

SMITH, JOHN CORBS, Jeweller, 64, King William-street, London. *Com.* Fonblanque: Sept. 2, at 2; and Sept. 26, at 11; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Lewis & Sons, Wilmington-square, London. *Pet.* Aug. 12.

BANKRUPTCY ANNULLED.

TUESDAY, Aug. 20, 1861.

LEWS, JOHN, Chemist & Druggist, & Omnibus Proprietor, 9, New Church-street, Marylebone. Aug. 19.

FRIDAY, August 23, 1861.

BROWN, JOHN HARKNESS, Draper, 125, Field-street, Liverpool. Aug. 20.
HAIGH, JOHN, Common Brewer, Wakefield, York. Aug. 20.
PICKLAY, EDWIN JOHN, Scriviner, Wakefield. Aug. 9.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, Aug. 13, 1861.

ANDREW, WILLIAM PARKE, Wine Merchant, 27, Crutched Friars, London (Andrew & Company). Sept. 12, at 12.30; Basinghall-street.—CHAPMAN, JOHN, Boot & Shoe Maker, Sidney-street, Cambridge. Sept. 10, at 1; Basinghall-st.—DONKATY, JOHN, Corn & Provision Merchant, Liverpool. Sept. 24, at 11; Liverpool.—EAST, WM., Currier, Sudbury, Suffolk. Sept. 12, at 12.30; Basinghall-st.—ELLYETT, FREDK., Hatter, 129, Queen-st., Portsea, Hants. Sept. 10, at 12; Basinghall-street.—GANDY, GERARD, Ironmaster, Leeswood, near Mold, Flintshire. Sept. 24, at 11; Liverpool.—GRIFFITH, RICHARD, Draper & Grocer, Pwllheli, Penychain, Carnarvon. Sept. 24, at 11; Liverpool.—HARDWICKE, JOSEPH, and HENRY JONES, Merchants, Ship & Insurance Brokers, 17, Gracechurch-street-chambers, London (Hardwicke, Jones, & Maurice); also at Odessa, Russia (Maurice & Co.). Sept. 11, at 2.30; Basinghall-street.—HARRATT, CHARLES, Iron Merchant & Ship Owner, 2, Royal Exchange-buildings, London, and Canning-town, Bow Creek, West Ham, Essex. Sept. 10, at 12; Basinghall-street.—JAUNCEY, ALFRED, Plumber & Glazier, Forest-hill, Kent. September 19, at 12; Basinghall-street.—JONES, WILLIAM WILLIAM, Ship Builder, Portmadoc, Carnarvon. September 24, at 11; Liverpool. — MANNION, WILLIAM, Currier & Leather Dealer, Liverpool. September 24, at 11; Liverpool. — PARR, GEORGE JAMES, & WILLIAM HENRY THOMAS PARR, Provision Merchants, Liverpool (Paris, Brothers.) Aug. 30, at 12; Liverpool. — PIDDING, JOHN RHODES, Merchant, 12, George-yard, Lombard-street, London, and of Bollard-lane, Finchley, Middlesex. Sept. 10, at 2.30; Basinghall-street.—SMITH, JOSEPH, Ironmonger, 3, Creed-place, Mazehill, Greenwich, Kent, lately carrying on business at 32, Gt. Portland-street, Oxford-street, Middlesex. Aug. 31, at 12.30; Basinghall-street.—STEPANOFF, MICHAEL, Merchant, Liverpool. Sept. 24, at 11; Liverpool.—TOWNSON, WILLIAM M., Licensed Victualler, Liverpool. Sept. 24, at 11; Liverpool.—WATER, JAMES, Hotel Keeper, Gravesend. Sept. 12, at 2; Basinghall-street.—WATSON, JOHN WILLIAM, Scrivener, Shrewsbury. Sept. 13, at 11; Birmingham.—WEBSTER, JOHN, Joiner & Builder, Wavertree, near Liverpool. Sept. 24, at 11; Liverpool.

FRIDAY, Aug. 23, 1861.

FRYER, WILLIAM, Boot and Shoe Manufacturer, Norwich (W. Fryer & Co.). Sept. 13, at 2.30; Basinghall-street.—LORD, WILLIAM, and THOMAS LUPTON, Cotton Spinners and Manufacturers, Shawforth, near Rochdale. Oct. 9, at 12; Manchester.

NORTH DEVON.

Upwards of 2,120 acres of Freehold and Leasehold Lands, 6 Policies of Insurance, the Rectorial Rent Charge of the Parish of Bradworthy, and the Manors or reputed Manors of Bradworthy and East Buckish, in the North of Devon.

MR. E. M. WHITE is instructed to offer for SALE, at the NEW INN, BIDEFORD, on TUESDAY, the 3rd day of SEPTEMBER next, at TWO o'Clock in the afternoon, the fee-simple and inheritance of the MANOR of BRADWORTHY, with the tolls and chief rents thereto belonging, and Cleverdon and other farms comprised therein, and the mansion house on Cleverdon; also the Rectorial Tithe Rent Charge of the greater portion of the parish of Bradworthy, commuted at £396 5s., and producing in the present year £428. Also the valuable freehold farms of East Ash and Lower Kismildon (the latter in the parish of West Putford), and Ash Water Grist Mill, the whole constituting a valuable freehold estate extending over upwards of 939 acres, with unlimited rights of common. This property offers peculiar advantages to the purchaser, both as a sportsman and as an investor—to the former, as comprising a capital house suitable for a gentleman's family, with good shooting and fishing, there being an abundance of game, a good rookery, and a portion of the estate being bounded by the river Torridge—to the latter, as affording a scope for the profitable outlay of capital by draining and other agricultural improvements. Bradworthy is situate about 13 miles and West Putford 11 miles by a capital road from the port of Bideford (which is distant about 8 hours by rail from London) and 5 miles from the excellent market of Holsworthy.

Also a valuable Freehold Estate, comprising Clifford and other farms, extending over upwards of 874 acres, and the Manor of East Buckish, in the parish of Woolfardisworthy, distant about 10 miles from Bideford.

The highly valuable Freehold Estate of East Furlong, in the parish of Littlemam, about 2 miles from Bideford, containing upwards of 55 acres, on which are some fine building sites, commanding lovely views of the finely wooded Yeo Vale.

The Freehold Estates of West Mead and Welcombe Parks and other tenements, containing about 70 acres in the parish of Welcombe, about 17 miles from Bideford, bounded by the sea, and commanding fine views of the Bristol Channel, having rights of wreck, and offering sites for a marine residence.

A valuable leasehold estate known as Cranam, containing upwards of 111 acres, in the parish of Buckland Brewer, distant about 8 miles from Bideford, and 5 from Torrington, held on the longest of three lives with six Policies of Insurance at various dates for the aggregate sum of £800.

Detailed particulars and plans of the property may be obtained at the New Inn, Bideford; Golden Lion, Barnstaple; White Hart, Holsworthy; Globe Inn, Great Torrington; Queen's Hotel, Exeter; of the Auctioneer; of Mr. J. GROVES COOPER, Wear Gifford, Torrington; of Messrs. JANSON, COBB, & PEARSON, Solicitors, 4, Basinghall-street, London; of Messrs. COODE, KINGDON, & COTTON, Solicitors, 10, King's Arms-yard, Moorgate-street; of W. J. HILL, Esq., Solicitor, Langport, Somerset; or of Mr. ROOKER, Solicitor, Bideford, Devon.

Bideford, 24th July, 1861.

TO BE SOLD, pursuant to an Order of the High Court of Chancery made in a cause of Gyett against Williams, with the approbation of the Vice-Chancellor Sir William Page Wood, in one lot, by MR. MILNER, the person appointed by the said judge, at the OXFORD ARMS HOTEL, at KINGTON, in the COUNTY of HEREFORD, on THURSDAY, the 12th day of SEPTEMBER, 1861, at 12 o'clock precisely, a certain FREEHOLD ESTATE, situate in the parishes of Glascomb and Bettus Disserth, and known as Wern Faur or Wern Danzey, and Cefu Glase, in the county of Radnor, now in the occupation of Mr. Danzey Sheen.

Particulars whereof may be had gratis of Mr. THOMAS WESTALL, of No. 3, South-square, Gray's-inn, London, Solicitor; of Messrs. BODENHAM & TEMPLE, Solicitors, Kington, Herefordshire; of Messrs. MEREDITH & LUCAS, Solicitors, No. 8, New-square, Lincoln's-inn, London; of Messrs. PATRICK & UNDERWOOD, Solicitors, Rolls Chambers, Chancery-lane, London; of Mr. ARTHUR CHEESE, Solicitor, Kington; of Mr. PARSONS, Presteign; and of the principal Inns and Hotels in the neighbourhood; and of the Auctioneer at his office, Kington, Herefordshire.

Dated this 13th day of August, 1861.

(Signed) EDWARD WEATHERALL, Chief Clerk.

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THE SOLICITORS' JOURNAL.

LONDON, AUGUST 31, 1861.

CURRENT TOPICS.

The pressure on our space has compelled us to postpone till now the publication of an important paper, consisting of observations drawn up by a committee of the Metropolitan and Provincial Law Association, in reply to inquiries addressed to them by the commission now sitting on the funds of the Court of Chancery. The subject of inquiry was the constitution and working of the Accountant-General's Office, and the suggestions of the sub-committee on this subject, the agitation of which is mainly due to a series of papers which have appeared in this Journal, will be found to recommend themselves at once to the reader's attention, from their practical treatment of the details of the question. One of the first and most pressing reforms urged by these gentlemen is the establishment of a branch of the Bank of England in Chancery-lane, for the convenience, economy of time, and security alike of those who pay money into court and of those who receive it. They also recommend the abolition of one of the duplicate set of books kept by the Accountant-General and the Bank, as a useless measure of precaution; and then proceed to discuss under separate headings—first, the forms to be gone through by the suitor before reaching the Accountant-General's Office; secondly, the dealings of the suitor with that office; thirdly, the suitor's proceedings after leaving the office; and fourthly, the dealings of the Accountant-General with the Bank. Simplification of the numerous and tedious forms requisite before payment into court is a very obvious improvement; and with respect to the forms of orders, it is suggested that a method may be adopted with advantage, from the system of slave compensation payments, where the principle adopted was, that the Court declared rights with regard to the figures as they stood when the account was opened; thus, leaving it to the Accountant-General to apply that declaration to the funds in their altered and accumulated state. As to dealings between the suitor and the office, it is proposed that affidavits of calculation should be entirely dispensed with. As the case now stands, the solicitor has to make an affidavit of calculation, by which, however, the Accountant-General is not bound. The result is that the practitioner invariably inquires beforehand at the office the amount of the funds and cash then standing in the Accountant-General's name, information which is generally afforded with the least possible convenience to the applicant. The amounts are rapidly read out, and no memorandum whatever is furnished by the office. Delay in obtaining the voucher from the office is truly pointed out as a source of uneasiness to the clients of solicitors, not only in the country, but in town. The counter-signature of the Registrar is remarked upon as being a very insufficient check against fraud, having been established at a time when other machinery was at work in the office, which is now abolished. To the inconveniences pointed out by the sub-committee, we may add this, that the duty must necessarily be an irksome one to the Registrar himself. It is unsatisfactory to any officer to be called upon to affix his signature to a draft, in order to authenticate it and make it payable, when, practically, he cannot either verify the document or identify the person who presents it to him as the proper payee. The concluding remarks of the committee will, perhaps, attract more attention than any other. They point to nothing less than the abolition of the personal office of Accountant-General altogether. They shew that the magnitude of the office is such as to place its details far out of the reach of the supervision of one person, however energetic and experienced; thus leaving matters to the integrity of clerks, who, certainly, have in a remarkable manner, proved their trustworthiness; but whose liability in case of fraud or accident appears to be undecided, whilst the chances of irregularity, of which they may possibly be the victims, are not averted by the adoption of the most approved modern provisions. An institution similar to that of the recent post-office savings banks is recommended, where deposits can be made by suitors who may not have time for investment. It is apparent that much of the cumbrous and antiquated machinery of this department of the court is doomed to destruction; and amongst the suggestions for improvement, none will have more weight than those of the Metropolitan and Provincial Law Association.

Complaints are again rife with respect to an old grievance—the closing of the Office of the Accountant in Bankruptcy for two entire months during the long vacation. A notice at the office in Basinghall-street informs the public that, "in accordance with the order of the Lord Chancellor," the vacation will commence on the 8th of August and end on the 5th of October, both days inclusive. The order itself, however, is not published, and whether it is a general order dated in some previous year, and extending to the present date, or whether it is an order issued by the Lord Chancellor from year to year, the public are not informed. In the Offices of Records and Writs, and of the registrars in Chancery, a better management prevails, and a copy of the actual order is exhibited for the information of those whom it may concern. If this were done in the bankruptcy offices, we should at least learn when and by whom the two months' vacation of the Accountant in Bankruptcy was sanctioned. The provision regulating the vacations in bankruptcy is the 10th section of the Consolidated Act of 1849, whereby the vacations in several offices of the Court of Bankruptcy are assimilated, though not in stringent terms, to those of the Court of Chancery. By the Chancery Orders (5th Consolidated Order, rule 1) the office of the Accountant-General is excepted from the ordinary fixed rules respecting vacations in other branches of the Court; and we presume that the Accountant in Bankruptcy, in like manner, considers himself exempted from ordinary fixed rules respecting the opening of his office; and to be subject to the special order of the Lord Chancellor. But if the analogy to the corresponding office in chancery is adopted at all by the Accountant in Bankruptcy, why is it not carried out in full? We find that by an order of Lord Campbell, dated the 6th June, 1861, the books of the Accountant-General are to be closed from Monday, 19th August, to Monday, the 28th of October, more than two months, it is true; but there is this important addition, that on the 14th, 15th, and 16th October, the offices are to be open for the delivery of drafts payable in respect of the October dividends. Even with this relaxation, the length of the vacation is complained of. But no such indulgence is conceded by the Accountant in Bankruptcy. A correspondent of the *Times* states that about the 12th of August he received a dividend warrant from the Liverpool district court on the Accountant in London for a considerable sum, which he finds he will not be able to receive till after the 5th October, a matter not only inconvenient, but involving the loss of two months' interest. We have every reason to believe that this very reasonable subject of complaint will not be of much longer standing, and that it will be remedied in the framing and settlement of the new bankruptcy orders.

PARLIAMENTARY PAPERS OF THE SESSION RELATING TO LAW AND LAWYERS.

III.

3. Police and Criminals—(*continued*).

In the early part of the last century, the Queen's mercy was wont to be extended to thieves on condition of transporting themselves to the West Indies. As they often neglected to perform the condition, and there was at the same time a great want of servants in the British colonies and plantations in America, power was given by an Act of the 4 Geo. 1 to the Court before which such offenders were convicted, instead of ordering them to be burnt in the hand, or whipt, to direct that they should be sent to some of those colonies and plantations for seven years, and to convey them to the use of any person who should contract for the transportation. In capital offences, or where any offenders were excluded the benefit of clergy, and the King was pleased to pardon on condition of transportation to America, the court might allow the pardon and direct the transfer and conveyance of the culprit to any person for fourteen years, or any term made part of the condition; and such person was to have a property in the transport's service for the term. Sixty years later, in the 19 Geo. 3, it was made lawful to order the transportation to any parts beyond the seas of persons liable to be transported to America. In 1792 a proposal was made by Jeremy Bentham to contract with the Government for the management of 1,000 male convicts in a national penitentiary to be erected by him. Power was subsequently given to Government, and Bentham became feoffee of land by an Act for the purpose of carrying out the proposal. A sum of £2,000 was advanced to him, which, with other considerable sums, he laid out in preparations with respect to the plan of the building, the employment to be given to the convicts, and the system of management, and certain patented mechanical works, the invention of his brother Brigadier-General Samuel Bentham. The Government withdrew from the scheme; and in 1812 an Act was passed for compensating Jeremy Bentham, and for building the Penitentiary at Millbank. It gave authority to the King to order persons in Newgate under sentence of transportation to be confined in the Penitentiary for certain terms according to the term of the sentence of transportation. By a revising and consolidating Act of the 5 Geo. 4 it was provided, that when an offender was transported in a king's ship, a secretary of state might nominate some person to have the custody of the offender; and the governor or other person to whom the contractor or nominee should deliver such offendor might assign him, and so as often as might be thought fit. By this Act, too, the King was empowered to appoint any place in England, either at land or on board a vessel, for the confinement of persons under sentence of transportation, to which a secretary of state might direct the removal of any male offender under sentence of transportation until he should be transported, or become entitled to his liberty, or be ordered by a secretary of state to be taken back to the prison from which he was removed. Having thus briefly indicated the origin of our system of transportation and convict prisons we pass to the year 1853, when the difficulty of transporting offenders beyond sea made it expedient to substitute in certain cases other punishment. By an Act of that year (c. 99), a person who otherwise would have been liable to transportation became liable, at the discretion of the Court, to be kept in penal servitude for a certain relative term mentioned in the Act. This discretion was abolished by the 20 & 21 Vict. c. 3, which enacted that a person should not be sentenced to transportation, but should, instead, be liable to penal servitude of the like duration as the term of transportation. At the same time, persons under sentence of penal servitude might be conveyed to any place beyond the seas to which offenders under sentence of transportation might be conveyed, or which might be appointed by the Queen in council. The system of transportation, in its utility, economy, and room for improvement, was inquired into and reported upon last session (286) by a select committee of the Commons. Since the discontinuance of transportation to New South Wales and Van Diemen's Land, and the substitution of penal servitude, the number and duration of the sentences have greatly decreased; the average annual number for transportation in 1850—1852 having been 4,962, all for seven years and upwards; the average for penal servitude in 1858—1860, 2,723, of which only 515 were for periods exceeding six years. In the last-mentioned three years respectively there were transported to Western Australia, 550, 224, and 296; to Bermuda, 640, 281, 0; and to Gibraltar, 0, 140, 0. Of the plan of sending convicts to Bermuda and Gibraltar, employing them on public works there, and bringing them back to this country to be discharged, the committee doubts the advantage. The gross charge for transportation and establishment in 1858-9 was, for Western Australia, £80,000; Bermuda, £65,000; Gibraltar, £35,000. The total number of convicts not being expirees or conditionally pardoned men, in Western Australia, in June, 1860, was 2,432, of whom 774 were maintained by Government, and 1,658 held tickets of leave. The other Australian colonies desire that transportation to any part of Australia should be abandoned, and some have made laws to keep out from their territories the convicts of Western Australia. But there is no sufficient evidence to show that such convicts have seriously affected any other Australian colony, while it is proved that many of them in Western Australia now lead honest and independent lives. The transportation of women has been abandoned for many years.

From Bermuda, a letter of August, 1860, to the colonial minister from Governor Murray, who had made an unexpected night visit in the hot season to all the convict prisons and hulks, bears witness to good order, regularity, and wholesomeness. The comptroller's report to the governor states that a system of marks, as a test of conduct, had awakened among the prisoners an emulation previously unknown. The prisoners were employed in the naval works, in those of the royal engineers, and in public buildings. The great evil, fatal to discipline, was want of officers' quarters; another evil, the large number of prisoners in the hulks. The average daily number of convicts was 1,206. Of 1,357 in custody in 1860, 10 died; one by his own hand. There were 1,382 punishments, some men being punished ten or twelve times. No more than 26 punishments were for theft. The greater number were for insolence, disobedience, and idleness. In summer, the day is 15 hours—labour 8, meals 2¾, prayers ¼, in-doors 4. In winter, an hour less in-doors. Each man's food weekly is 10½ pounds of bread, 1¼ pounds of biscuit, 4 pounds of fresh beef, 1½ pounds of salt pork, and 7 of vegetables, with the addition of tea, sugar, cocoa, and oatmeal, and 3½ gills of rum. The commoner trades are practised within the prisons. The chaplain and surgeon also make their reports to the governor. From the schoolmaster's return appended to the former it is seen that out of 1,009 convicts, 6 can neither read nor write, 32 can read only, 154 read and write incorrectly, 481 read and write well, while 336 are well instructed.

At Gibraltar, the public works, Governor Codrington considers, are suitable for furnishing labour to the prisoners, and teaching them some occupation by which they may profit on their release; but in the case of convicts for life or long periods, hopelessness nullifies the advantages to the country. For the mere sake of a possible removal to England four prisoners of long sentences had made a murderous assault on the assistant surgeon. The prisoners were employed, as at Bermuda, in public works. Six, in imitation of a course adopted

by Sir J. Jebb in the prisons in England, were sent to work in public gardens, without any warder, and had given every satisfaction. There are public works of great importance sufficient to employ a thousand prisoners for many years to come, but if reformation is expected, buildings such as those at Chatham and Portland must be erected. The average daily number in 1860 was 730. Of the total number of 844 in the year 17 died—13 from cholera, which spread from Spain. About half the prisoners were under thirty years of age. The punishments in the year were 950. There are two diet tables there, one for the workers, another for the idlers; the latter having only 7 pounds of bread and 26 ounces of meat weekly, while the former have 8¾ pounds and 40 ounces respectively. The establishment of the idlers' scale had caused a riot. There are also allowances as indulgences to prisoners in advanced stages of penal servitude. For the year 1860 the estimated value of the work done is £23,458 19*s.* 8½*d.* The average per prisoner of the cost of the whole penal establishment is £31 9*s.* 3*d.*, while in the prisons in England the average is £34 2*s.* 2*d.* Of 563 prisoners in Dec., 1860, the numbers who could read, not at all, imperfectly, fairly, and well, were respectively 6, 43, 145, & 369; and as to writing, the corresponding numbers were 15, 58, 352, and 138. These accounts from Bermuda and Gibraltar form a blue book. Respecting the conflict of opinion in the Australian colonies, and particularly between Tasmania and Western Australia, as to the advantage of the introduction of convict labour, further correspondence between the colonial secretary and the governors of these two colonies has been presented also in a blue book. It contains numerous scattered statistics, but they are of a controversial character, and are not in a shape convenient for reproduction.

Since we completed the head of Police and Criminals, the 26th report of the inspectors of prisons for the Midland district has appeared. We have space only to remark, that the fault of being meagre and perfunctory, which we imputed to the report for the Southern district, does not seem to be chargeable on this blue book. It contains numerous tables, which were wanting in the other, and has three times as many pages.

4. Public Expenditure.

The 3rd class in the abstract of the Civil Service Estimates (H. C. 131) shows the current year's cost of law and justice, compared with the cost for the year ending March, 1861. Relative to the subject which we have last treated, as regards England and Wales, criminal prosecutions, sheriffs' expenses, &c., are set down at £167,000, being an increase of £67,000 on the year 1860. The expense of the constabulary of Great Britain is £224,575; the salaries and expenses of the police courts of the metropolis, £21,355; those of the metropolitan police, £136,204, being nearly £5,000 more than in 1860. The prison and convict services at home and abroad furnish items of £17,695 for inspection and superintendence in the United Kingdom; £378,879 for the establishments at home, showing a decrease of about £30,000 on the last year; the maintenance of prisoners in county gaols and the removal of convicts, £213,976, in which there is an increase of about £54,000; transportation, £15,776, being about £5,000 less than in the past year; and for the convict establishments in the colonies, £160,590, or more than a decrease of £13,000 on the year 1860. The total of this expenditure in the administration and execution of the criminal law is £1,336,050. The salaries and expenses of the county courts are estimated at £200,320; the Probate Court at £71,980 against £34,280 of the year 1860. The revising barristers cost the country £17,650 a year. The details of these estimates are given in a separate paper (131, III.), and there is a special return (H. C. 442) of the amounts paid to the treasurers of the several counties in England and Wales on account of the expenses of criminal prosecutions and maintenance of prisoners in the year 1860. From the detailed estimates it is seen that the decrease of £30,000 for the prisons and convict establishments at home is principally due to building and fitting operations in the past year at Woking Prison, and at the criminal lunatic asylum near Sandhurst. The increase of £54,000 in maintenance of prisoners and removal of convicts is not borne out by the detailed estimates, the totals there being for the year ending March, 1862, £213,976 1*s.* 3*d.*, and for the year ending March, 1861, £229,357 5*s.* 10*d.*, showing a decrease of above £15,000. We must leave the Chancellor of the Exchequer to explain this discrepancy of £69,000, trusting only that it is not a specimen of the degree of accuracy with which such papers are framed.

The public expenditure on law and lawyers in 1860 was not all embraced by the civil service estimates for that year. Contingencies must be met; accordingly, a paper (H. C. 224) with that object sets down £3,071 3*s.* 4*d.* as expenses incurred for legal and other professional services. Among these are £500 to each of the two draftsmen, Mr. A. J. Wood and Mr. F. S. Reilly, for services in preparing a new edition of the statutes; £100 to Mr. H. T. Holland for drawing the Common Law Procedure Bill of 1860; and £300 and £200 to Mr. D. R. Pigott and Mr. F. M'Blaine respectively for preparing Bills for the amendment of the criminal law of Ireland. Rewards, compensations, and expenses connected with criminal justice are provided for by a moderate sum under £700, including £279 10*s.* as fees paid to certain scientific persons for professional services in cases of alleged poisoning at Liverpool; fees of £56 5*s.* 6*d.* to Professor Taylor for analyses in two criminal cases; and fifty guineas to Mr. Nunneley for a like analysis.

The Courts, Appointments, Promotions, Vacancies, &c.

The Chief Justice of New South Wales has been pleased to appoint Paul J. Gordon, Esq., of 18, Old Broad-street (of the firm of Sills & Gordon) as permanent commissioner in England for taking evidence and affidavits for that colony.

The Queen has been pleased to appoint William Hackett, Esq., Barrister-at-Law, to be her Majesty's Advocate for her Forts and Settlements on the Gold Coast.

The Lord Chief Justice has appointed Thomas Hull Terrell, Alfred Hanson, and Henry S. Maine, Esqs., of the Chancery Bar, to revise the lists of voters for the metropolitan boroughs, the city of London, and the county of Middlesex.

Recent Decisions.

HOUSE OF LORDS.

Voluntary Settlement—Statute 13 Eliz. c. 5.

Thompson v. *Webster*, 9 W. R. 641.

The decision of the House of Lords in *Thompson* v. *Webster* is mainly important, on the ground that it declares emphatically, and by way of affirmation of the previous decrees of the Lords Justices and Vice-Chancellor Kindersley, the true principle of construction which is to be applied to the statute of the 13 Eliz. for the protection of creditors against fraudulent conveyances. By the terms of that statute it is enacted that all conveyances of any property "made of malice, fraud, covin, collusion, or guile, to the end, purpose, and intent, to delay, hinder, or defraud creditors or others" of their debts, shall be deemed and taken as against such creditors, &c., their heirs, executors, &c., to be "clearly and utterly void;" but it is provided (sect. 8) that the Act shall not extend to any estate or interest made, conveyed, or assured "upon good consideration and *bonâ fide*," to any persons not having notice of such covin, fraud, or collusion.

The first leading decision in the statute is that of *Twyne's*

case, 3 Co. Rep. 80 b., where it was laid down that a good consideration is not enough to take the case out of the statute, unless it is *bonâ fide* also; the consideration must be both good, and also without fraud, covin, collusion, or guile. So that where A., being indebted to B. in £400, and to C. in £200, and being sued by C., pending the writ, by secret deed assigns all his goods and chattels (without excepting even apparel) to B., but continues in possession of the property, consisting of sheep, sells some and puts a mark on others, this is a fraudulent conveyance, because, though good, as being in consideration of B's debt, it is made with intent to delay, hinder, or defraud C.

Although sect. 8 speaks of "good," and not of "valuable," consideration, thereby excepting out of the statute all conveyances for meritorious considerations, such as natural love and affection, and the like, provided they are also *bonâ fide*, it seems to have been held at first by the Courts that *all* voluntary conveyances were an evidence of fraud; and if not made for pecuniary or valuable consideration, were void as against actual or future creditors; *Apharry* v. *Bodingham*, Cro. Eliz. 350; *Stiles* v. *The Attorney-General*, 2 Atk. 152; *Ex parte Hall*, 1 V. & B. 112. In *St. Amand* v. *Lady Jersey*, Comyn, 255, it was held that a voluntary conveyance is bad in equity against bond debts afterwards contracted, there having been other bond debts existing at the time of the settlement. Here also may be mentioned a dictum of Lord Hardwicke, many years later, in 1750, that "there is no case where a person indebted makes a conveyance of a real or chattel interest for the benefit of a child, without the consideration of marriage or other valuable consideration, and dying afterwards indebted, that it shall take place; (*Townshend* v. *Windham*, 2 Ves. Sen. 10), a passage which has been commented on and explained by Sir T. Plumer, in *Holloway* v. *Millard*, *infrà*. But it was soon settled that the statute only extended to those voluntary conveyances which were made by a person who was indebted at the time, or where the deed itself was fraudulent; *Shaw* v. *Standish*, 2 Vern. 327. In *Russel* v. *Hammond*, 1 Atk. 15, Lord Hardwicke said expressly that "a settlement being voluntary is not for that reason fraudulent; it is an evidence of fraud only (thus far the old doctrine was retained), though he hardly knew one case where the person conveying was indebted at the time that it had not been deemed fraudulent. But a voluntary settlement is not fraudulent when the person making it is not indebted at the time; nor will subsequent debts shake such settlement." So again, in *Walker* v. *Burrows*, 1 Atk. 93, Lord Hardwicke says, "It has been said that all voluntary settlements are void against creditors equally the same as they are against subsequent purchasers, under the statute of the 27th of Eliz. But this will not hold, for there is always a distinction between the two statutes; it is necessary, on the 13th Eliz., to prove at the making of the settlement the person conveying was indebted at the time, or immediately after the execution of the deed."

Upon the decisions in *Russel* v. *Hammond* and *Walker* v. *Burrows*, two questions arose—one as to what amount or degree of indebtedness on the part of the settlor, at the time of the settlement, would suffice to vitiate the conveyance; the other, under what circumstances, if any, a voluntary deed could be set aside by subsequent creditors. The two questions were, in many instances, as in *Russel* v. *Hammond*, discussed and decided together. As to the first, the doctrine of the Courts, having been stretched to its limits in either direction, is now settled; the latter is still left in some degree of uncertainty. In *Stillman* v. *Ashdown*, 2 Atk. 481, we find Lord Hardwicke laying it down that "it is not necessary that a man should be actually indebted at the time he makes a voluntary settlement, to make it fraudulent; for if he does it *with a view to his being indebted* at a future time, it is equally so, and ought to be set aside." This dictum is remarkable as containing the germ of the rule of construction afterwards adopted. In *Lush* v. *Wilkinson*, 5 Ves. 387, a somewhat different view is adopted by the Master of the Rolls, Sir R. P. Arden. He says (as to the first question): "I very much doubt whether a subsequent creditor has a right to come without proving an antecedent debt." (As to the second): "A single debt will not do. Every man must be indebted for the common bills of his house, though he pays them every week. It must depend upon this, *whether he was in insolvent circumstances at the time.*" And in *Kidney* v. *Coussmaker*, 12 Ves. 150, it is reported as having been admitted by Sir S. Romilly, that *Stephens* v. *Olive*, 2 Bro. C. C. 90, and *Lush* v. *Wilkinson* establish, that it is not sufficient that the settlor was indebted at the date of the settlement, unless the debts then existing were still unsatisfied, or the man was insolvent at the time.

This apparent contradiction between the authorities—some of which seem to say that a conveyance by a man absolutely unindebted at the time may afterwards be avoided; others, that he must be in insolvent circumstances at the time, in order that such a result may follow—was reconciled by Sir T. Plumer, in *Holloway* v. *Millard*, 1 Madd. 414. The plaintiffs there were creditors subsequent to the date of the settlement, which was voluntary, and made by a person not indebted at the time. The Master of the Rolls, after observing that the word "voluntary" was not to be found in either the 13th Eliz. c. 5, or the 27th Eliz. c. 4, thus summed up the law:—"A conveyance is not fraudulent because it is voluntary. A voluntary conveyance may be made of real and personal property without any consideration whatever, and cannot be avoided by subsequent creditors, unless of the description mentioned in the statute. If a person having £1,000 a-year, and not indebted at the time, gives away £500 a-year, the gift is not fraudulent, *unless it were made with an intent to defeat subsequent creditors.* Its being voluntary is *primâ facie* evidence, where the party is loaded with debt at the time, of an intention to defeat his creditors; but if unindebted, his disposition is good." And the Court refused an inquiry as to the indebtedness of the grantor, unless some ground were laid for it in the pleadings. In *Richardson* v. *Smallwood*, Jac. 552, on the other hand, the same learned judge entertained a suit to set aside a settlement where the plaintiff was a person who became a subsequent creditor by the breach of a covenant previously entered into. The settlor was in embarrassed circumstances. In a case of *Shears* v. *Rogers*, 3 B. & Adol. 362, a few years later, in the Queen's Bench, the doctrine as to indebtedness appears to have again receded. The Court, at least, acquiesced in the view that a man must be in insolvent circumstances in order to render a conveyance by him fraudulent within the statute; although even here Littledale, J., says that the question of insolvency must be determined not only by striking a balance between a man's debts and credits, but also by looking to his conduct and the general state of his affairs. A less hesitating approval of the doctrine laid down in *Lush* v. *Wilkinson*, on the part of Sugden, L.C., many years later, is to be found in *Martyn* v. *M'Namara*, 4 Dr. & W. 427; but the expressions of the eminent judge must be taken subject to the qualifications suggested by subsequent cases. In *Townsend* v. *Westacott*, 2 Beav. 340, a case where a man, indebted at the time, made a voluntary settlement in April, 1830, on his housekeeper's daughter, soon after married the housekeeper, and in October, 1832, was imprisoned for debt, and took the benefit of the Insolvent Act, Lord Langdale, M.R., directed inquiries, from which it appeared that the settlor's debts at the date of the settlement were about £3,500. He observed—"There has been a little exaggeration in the agreement on both sides as to the principle on which the Court acts in cases like this. On one side it has been assumed that the existence of any debts at the time of the execution of the deed would be such evidence of a fraudulent intention as to induce the Court to set aside the voluntary conveyance, and oblige the Court to do so under the statute of Elizabeth. I cannot think the real and just construction of the statute warrants that proposition, because there is scarcely any man who can avoid being indebted to some amount. He may intend to pay every debt as soon as it is contracted, and conscientiously use his best endeavours to employ means to do so, and yet may frequently, if not always, be indebted in some small sum. There may be a withholding of claims contrary to his intention by which he is kept indebted in spite of himself. It would be idle to allege this as the least foundation for assuming fraud or any bad intention. On the other hand, it was said that something amounting to insolvency must be proved to set aside a voluntary conveyance. That, too, is inconsistent with the principle of the statute, and with the judgments of the most eminent judges." The settlement in this case was set aside as fraudulent. This modern view of construction has been repeatedly followed. Thus, in an instance where only one small debt was alleged against the grantor, and there was no suspicion of fraud, Brady, C.B., refused to allow an inquiry as to indebtedness; *Manders* v. *Manders*, 4 Ir. Eq. Rep. 434. The same eminent authority elsewhere expounds the view which is now universally acted upon:—"It appears to me that the solvency of the party affords no infallible rule, but that each case must be judged by its own particular circumstances. On the one hand it is too much to say that the insolvency of the party would, *per se*, be enough to make the deed fraudulent; while, on the other hand, his solvency will not necessarily exclude the possibility of the deed being fraudulent;" *Clements* v. *Eccles*, 11 Ir. Eq. Rep. 229;

where inquiries were directed by the Court, the case appearing *primâ facie* to be within the statute. An instance where a voluntary deed was upheld, though the settlor was largely indebted, is to be found in *Re Magawley's Trusts*, 5 De G. & Sm. 1; a case which was remarkable on other grounds. One of the last occasions on which the subject in both its branches was discussed is *Holmes* v. *Penney*, 3 K. & J. 90, before Vice-Chancellor Wood. His Honour observed—"With respect to voluntary settlements, the result of the authorities is that the mere fact of a settlement being voluntary is not enough to render it void against creditors; but there must be unpaid debts which were existing at the time of making the settlement, and the settlor must have been at the time not necessarily insolvent, but so largely indebted as to induce the Court to believe that the intention of the settlement, taking the whole transaction together, was to defraud the persons who, at the time of making the settlement, were creditors of the settlor. The mere fact of a man making a voluntary settlement, and thereby parting with a large portion of his property, has never been held to make such a settlement fraudulent as against subsequent creditors. I say I do not know that such has ever been held to be the case; and, perhaps, it is a question which still remains to be determined."

The remarks of Vice-Chancellor Kindersley and of Lord Chancellor Campbell in *Thompson* v. *Webster* fully confirm the proposition that it is no longer necessary to have absolute insolvency in order to overturn a settlement under the statute; whilst, the further point, whether a voluntary conveyance made by a person absolutely unindebted at the time may be set aside at the suit of future creditors, is still comparatively untouched by authority. In all cases the validity of the settlement depends upon the *motive* of the settlor. That motive has to be collected from his acts in relation to surrounding circumstances. A past decision can do no more than guide the judge or jury, as the case may be, to a conclusion on a question of this nature—it does not bind them by an inflexible rule so long as any material difference exists between the facts in the reported case and those on which they have to decide.

REAL PROPERTY AND CONVEYANCING.

Right of a Mortgagee to Recover Twenty Years' Arrears of Interest—3 & 4 Will. 4, c. 27, s. 42; 3 & 4 Will. 4, c. 42, s. 3.

Lewis v. *Duncombe*, M. R., 9 W. R. 446; *Round* v. *Bell*, M. R., 9 W. R. 846.

In the latter case a question has been determined which was long a moot point—viz., whether a covenant in a mortgage deed entitles the mortgagee, in a foreclosure suit to recover arrears of interest for twenty years before the filing of the bill, as against the mortgaged premises. His Honour adhered to the opinion formed by him in *Lewis* v. *Duncombe*—a case which his Honour stated he had found, in common with other cases which had come under his observation, very accurately reported in the *Weekly Reporter*. The difficulty was occasioned by a seeming conflict between two enactments. The 3rd section of the statute 3 & 4 Will. 4, c. 42, has provided that actions of debt on specialties may be brought within twenty years after the cause of action shall have accrued; while the statute 3 & 4 Will. 4, c. 27, s. 42, had previously enacted that no arrears of rent or of interest in respect of any money charged on land should be recoverable for more than six years. His Honour held that where there is only a simple mortgage deed, such as was in the present case, only six years of interest could be recovered against the estate. In the cases which seem to have decided the contrary the relation of *cestui que trust* and trustee existed between the parties; so that the 42nd section of the 3 & 4 Will. 4, c. 27, did not apply; *Young* v. *Lord Waterpark*, 13 Sim. 204; *Cox* v. *Dolman*, 2 De G. M. & G. 592. The origin of the doubts concerning this question of law may perhaps be attributed to the decision in *Hunter* v. *Nockolds*, 1 M. & G. 640. The abstract question decided in that case was against the validity of a claim for interest on foot of a charge on land for more than six years. But the value of that decision was much lessened by the fact that the instrument creating the charge contained a trust term securing it, and yet that term was never once mentioned in the argument or decision as affecting the rights of the parties. The distinction, however, drawn in *Cox* v. *Dolman*, and followed in *Lewis* v. *Duncombe*, is, doubtless, the true principle, as observed by his Honour in the present case, which should govern such cases—viz., where there is a simple mortgage deed only six years' interest can be recovered against the estate; but where there is a trust, such as a trust term to secure the mortgage, or, as in *Lewis* v. *Duncombe*, where an estate is vested in trustees to secure an annuity, the full amount of the arrears may be recovered. In the present case there was no trust term, and, therefore, there was nothing to prevent the 42nd section of 3 & 4 Will. 4, c. 27, from applying, and limiting the mortgagee's right to recover interest to six years before the filing of his bill.

There had been an administration suit of the mortgagor's estate in another branch of the court, and if the plaintiff had come in under that suit, he could of course, as a specialty creditor under the bond and covenant securing the mortgage debt have recovered arrears of interest for twenty years. As he did not do so, he was now precluded from tacking the bond and covenant to the mortgage in a foreclosure suit so as to charge the estate. The right to tack a bond to a mortgage, as against the heir of the debtor, is founded on the ground of its preventing circuity of action. Such a right is not allowed as against mesne incumbrancers, because the bond debt is not, except as regards the heir of the mortgagor, a charge on the land; Smith's Man. Eq. Jur. p. 198, ed. 1849. Such a right to tack depends, therefore, upon the right of the mortgagee to sue the heir, and there was no representative of the mortgagor before the Court. The mortgagee was thus precluded both by his own laches, as also by the state of the pleadings in the foreclosure suit, from tacking so as to recover twenty years' arrears of interest.

It is not surprising that doubts existed as to the operation of the statute 3 & 4 Will. 4, c. 27, s. 42, in respect to charges on land which are also secured by the bond or other specialty of the debtor; as these belong to a class of obligations which, even though they should be incurred without any consideration, may nevertheless be enforced within twenty years by force of the statute 3 & 4 Will. 4, c. 42, s. 3. This enactment was considered by most lawyers to have *pro tanto* repealed the former Act—to be, as it were, an exception to its general scope and provisions, just as express trusts are excepted from its own purview by the 25th section. The case of *Round* v. *Bell*, however, dispels all causes of doubt as to the present state of the law in this respect, and as to the reasons which have led to the construction which has been put upon the Statute of Limitations. The effect of this decision will be to lead conveyancers invariably to insert in every deed of mortgage a trust term, which will preclude any ground for disputing the mortgagee's right to recover arrears for twenty years.

COMMON LAW.

Criminal Pleading—Several Pleas, when Allowed.

Reg. v. *Charlesworth*, Q. B., 9 W. R. 805.

In this notorious case a point of criminal pleading was raised, which, though scarcely of a doubtful nature, was seriously discussed by a formidable array of counsel. It is, however, well, that in these days of constant change, the ancient landmarks of the law should be occasionally examined into, and if found to be unobjectionable, adhered to with resolution. Of these landmarks one is that in pleading, a single answer only shall be given to a single charge. In civil cases indeed, this rule has long been broken into; first by the statute of Ann. (4 & 5 Ann. c. 16), and again quite recently by the Common Law Procedure Act, 1852; but in criminal cases *generally*, the common law rule remains intact. The only exception is that in felonies the prisoner is allowed, through the clemency of the law (originally established *in favorem vitæ*) to plead a special plea in bar, and if he fail thereon, then to place on the record the general issue of "not guilty." But this practice does not apply to an indictment or information for a misdemeanour (see *Reg.* v. *Taylor*, 3 B. & C. 502), and hence the defendant so charged must rely either on a special plea or on his being "not guilty;" and cannot be allowed to retain both on the record, or to substitute one for the other. In the present case, the defendant having originally pleaded "not guilty" to an information for bribery, and having been placed on his trial thereon, the jury were discharged from giving a verdict. On this he sought to place on the record a special plea, amounting to the defence of *autrefois acquit* (in effect a plea *puis darrein continuance*), but the Court held that this would be pleading "double," which the criminal law does not permit; and that the proper course for the defendant to adopt would be (in the event of his subsequent conviction), to bring error: for by that method the discharge of the jury, in his first trial, on which he relied, would necessarily appear on the record; and be dealt with by the Court more regularly and more conveniently than if argued by way of plea,—to which there might be a demurrer decided in favour of the prisoner, though the issue raised by the plea of "not guilty" remained undisposed of on the record.

Correspondence.

TITHE RENT CHARGE.

The tithe rent charges for the parish of A. are charged under what is called a field apportionment—that is to say, each field is specifically charged in the apportionment, with a sum of tithe thus:—

Landowner.	Occupier.	No.	Quantity.			Rent charge payable to the Vicar.		
			A.	R.	P.	£	s.	d.
Lord Peters	John Smith	276	1	0	24	0	5	0
		278	4	3	9	0	19	6
		340	18	2	20	4	10	0
		608	5	2	12	1	4	6
		720	12	0	4	3	0	4
		904	6	1	1	1	10	0
			48	1	30	11	9	4

Since the apportionment Lord Peters has sold No. 340 to Joseph Taylor, who occupies it himself.

Will some of your readers inform me whether the vicar is entitled to recover from Joseph Taylor, who occupies No. 340, the whole £11 9*s.* 4*d.* charged on the 48a. 1r. 30p., making Taylor get back the proportion from the other tenants, or can he only require Taylor to pay the £4 10*s.* set opposite to his land; and I shall be obliged if a reference to some case or Act of Parliament can be given as an authority.

A Constant Reader.

JUDGMENT DEBT—INTEREST.

Your correspondent M. is, I think, clearly wrong in his opinion that a judgment on a bill of exchange carries £5 per cent. interest, because, as he says, it is within the 76th Practice Rule of Hilary Term, 1853. If he and your readers will refer to the 76th Rule, it will be seen that interest at more that £4 per cent. can only be charged on a judgment when "there is an agreement between the parties that more than £4 per cent. interest shall be secured *by the judgment*." How can it be said that when the bill was given a judgment was ever even contemplated?

B. P. A.

INVESTMENTS BY TRUSTEES—EAST INDIA STOCK (See 22 & 23 Vict. c. 35, s. 32; 23 & 24 Vict. c. 38, ss. 10, 11; Order in Chancery, 1st February, 1861).

Will your readers enlighten me as to the course to be pursued by trustees?

The first Act authorises trustees to invest in East India Stock, unless forbidden by the instrument creating the trust. But see *Re Colne Valley and Halstead Railway*, 8 W. R. 18, as to the East India New Loan.

The second Act and the order seem to authorise investment in the East India New Loan, but yet the Court refuses to authorise it. I have heard of one case in which an order has been made, but I have not been able to find the name, and consequently not the circumstances of the case. If the order of court does not include the East India New Loan, is it not too bad that the judges, after the doubt created by the above-quoted case, should have used the same language as in the first Act, and so have left trustees in doubt.

Is it now the practice to advise trustees to invest in the East ndia £5 per cent?

B. P. A.

ATTESTATION OF WILLS.

The following form has been used by me, and has answered:—

Signed, published, and declared by the above-named (A.B.), as and for his last will and testament, in the presence of us present at the same time, who at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses thereto.

B. P. A.

INSURANCE OF TRADE BUILDINGS, &c.

The tenant should insure for his own protection, because the lessee of a house who covenants generally to repair is bound to rebuild it if it be burned by accidental fire; and where the lessee covenants generally to pay rent, he is bound to pay it though the house be burned down. (Woodfall's "Landlord and Tenant," pp. 369 and 385, 7th ed.)

The landlord may deem it expedient to insure because the tenant may fail to insure, or keep up the insurance, and the tenant may not be worth suing. And even if the tenant insures, and the premises are within the weekly bills of mortality, the landlord may deem it expedient to insure, because the tenant may obtain the benefit of his insurance previously to the landlord being able to give notice to the insurance office of his interest in the premises.

An arrangement should be made between the landlord and the tenant for an insurance in their joint names.

C.

THE ACCOUNTANT-GENERAL'S DEPARTMENT OF THE COURT OF CHANCERY.

The Metropolitan and Provincial Law Association a short time ago published a paper containing observations of the Equity Sub-Committee of that Association in reference to the matters of complaint existing in connexion with the Accountant-General's department of the Court of Chancery, and recommendations and suggestions for remedying the same, drawn up in accordance with the request contained in the printed circular letter received from the Secretary to the Chancery Funds Commissioners. The paper is as follows:—

In our judgment, one of the first steps towards a reform of the present provisions for the custody and management of the funds of the suitors in Chancery should be the opening of a branch office of the Bank of England in Chancery-lane, in, or in immediate connexion with, the Accountant-General's office there, for the payment of Chancery drafts, and for the receipt of monies paid into court.

Very many of the recipients of money out of court are old and infirm; but even where they are younger and more active, the waste of time and the inconvenience of going to the city to get their money (not to mention the risk of loss) are sufficient to constitute a considerable grievance. It is likewise very inconvenient, and attended with risk, for persons paying money into court to be obliged to go first to the Accountant-General's office in Chancery-lane to obtain his directions and authority for the receipt of the money by the Bank, and then a mile and a half to the Bank of England in the city with the cash.

The suitors of the court are, we think, entitled to more consideration and accommodation in these respects than the present system affords.

A branch office of the Bank of England has long been established in the Court of Bankruptcy for the convenience of the suitors of that Court, and we have never heard of any fraud or loss resulting from it.

The next step should be the abolition of one of the duplicate sets of books which are kept by the Accountant-General and the Bank of England respectively, for though the cost of one of them is borne nominally by the Bank, the expense of both falls practically on the suitors. We think the Bank duplicate might with safety, and ought to, be dispensed with, and the Bank left to keep the monies of the Court much as it would those of any other customer; so far as we are aware, there is no other public department in which a duplicate set of books showing the subdivisions of every suitor's or customer's account is kept.

We beg also to submit the following recommendations which we have arranged under the heads suggested in the circular letter.

I.—*As to forms to be gone through before the suitor reaches the Accountant-General's office, and, generally, dealings between the Court and the Accountant-General.*

1. *As regards paying money and transferring stock into court, and the expense and delay involved therein.*

We think that money should be allowed to be paid into court without any special order of the Court, and also to be invested, in the same manner as money paid in under the Legacy Act, and that stock should be similarly permitted to be transferred into the name of the Accountant-General without an order, but that in lieu of an order it should be the duty of the solicitor so paying in or transferring to file with the Accountant-General a certificate signed by such solicitor, and in such form as may be directed by any General Order, stating the amount and the account and purpose in respect of which the money or stock is so paid in or transferred.

Under the present system, if the suitor wants to pay in money, he has first to obtain a special order, which it will take from ten days to thirty or more to procure, according to whether it can be made on summons or petition, or on a formal hearing in a cause. Having got his order passed and entered, the suitor lodges it at the Accountant-General's office, and

after two clear days gets the "direction" and authority to the Bank to take the money.

In addition to the cost and inconvenience of these preliminary and useless forms, it often happens that a purchaser under the Court has to pay interest during the time thus occupied, which he might save if he could pay in without an order.

It is hardly necessary to remark that there is no risk in the Court receiving money.

We would further suggest that some arrangement ought to be made by the Bank of England for the receipt by its country branches of money going into court from the country, so as to save the risk, commission, and trouble of a remittance to London; and payments to country suitors should also be made, where desired, through such branches.

Sums enormous in the aggregate, remitted by trustees, receivers, and others, are nearly always lying in cash and uninvested in the hands of London agents, waiting to be paid into court until the forms of obtaining the necessary orders, certificates and directions, can be gone through. This subjects the agents as well as the principals to great and unnecessary responsibility from the risk of the failure of their bankers, and other causes, which might be obviated by giving the power of paying into court without any special order or directions, and either in London or through country branch banks at the option of the suitors.

2. *As regards the present forms of orders, and in what way they might be simplified.*

The plan adopted in making payments out of the Slave Compensation Fund, shows how much the system which at present prevails in the Accountant-General's office is capable of being simplified and improved, and we would recommend that it should be considered whether some such plan might not be usefully introduced there. The principle adopted in the Slave Compensation Orders was, that the Court declared rights with reference to the figures, as they stood when the account was opened, and left the Accountant-General to apply that declaration to the funds in their altered and accumulated state. It appears to us that the Slave Compensation Forms of Orders might safely and beneficially be employed in a large proportion of cases in Chancery, and that they should be adopted in all cases to which they may prove to be applicable. The reports of the old masters, and the certificates of the present chief clerks to the judges, are worked by the Accountant-General by means of schedules, and we cannot see why a large proportion of orders should not also be so worked.

3. *Whether it would be desirable that the orders or office copies thereof should be transmitted from the Registrar's office to that of the Accountant-General, and filed there.*

We think it would be undesirable that original orders should be filed in the office of the Accountant-General, as it is important, for many purposes of the suit, that every such original order should remain in the hands of the solicitor having the conduct of such suit; but we think that it should either be the duty of such solicitor to file an office copy of every money order in the Accountant-General's office, or that in some way the Accountant-General should be supplied with and keep an official copy or entry of it to work upon.

When an order has been completed or "passed" by the registrar, it is entered in the books of the Report Office, and any office copy is made from these books of original entry. It seems to us that the money orders, *i.e.*, any orders which the Accountant-General has to work, might be entered in separate books from other orders, and these books of original entry might be given into the custody of the Accountant-General to work from. Such orders might be bound or entered in books, subdivided to correspond with the initial letters of the several departments or divisions of the Accountant-General's office, so that each department might retain, and have always accessible for reference, the orders relating to it.

II. *As to dealings between the suitor and the Accountant-General's department.*

1. *As regards the expenses involved in powers of attorney, and in affidavits of calculation, and certificates of apportionment, and in what cases they might be safely dispensed with.*

We are of opinion that powers of attorney, affidavits of calculation and certificates of apportionment might be safely dispensed with in all cases. That in lieu of powers of attorney the present system adopted by the Court of Bankruptcy on payment of dividends might be safely and usefully substituted, and that in lieu of affidavits of calculation and certificates of apportionment, the Accountant-General should himself ascertain and work out the results for which they are at present used.

As regards calculations, it appears to us monstrous that a department assumed to be skilled in figures, and having all the accounts to be dealt with in its own books and keeping, should throw the burthen of the calculations on the suitors and their solicitors.

As a matter of fact, no prudent practitioner ever makes an affidavit of calculation, unless of the very simplest character, without first ascertaining whether his figures agree with those in the Accountant-General's books, because the Accountant-General is in no degree bound by the affidavit, and is sure to reject it if it does not correspond with his own books.

2. *As regards the complication and multiplicity of forms in use in the Accountant-General's department, and in what manner they might be most advantageously simplified.*

See last answer, and No. 2 of part I.

3. *As regards office hours and vacation.*

We think that attendance similar to that required from the vacation judge and vacation registrar, should be given by the Accountant-General's department, to deal with matters of pressing urgency; any questions which may arise as to the urgency being determined by the vacation judge.

The present office hours are from ten to three, and from four to six, but we think more convenience would be afforded to the public and the profession, if the partial attendance from four to six were discontinued, and the first mentioned period extended to four o'clock.

4. *Whether the present staff of the Accountant-General's office, and the subdivisions therein, are found by the profession insufficient at times of pressure, especially just previous to the long vacation.*

They are no doubt insufficient at times of pressure. But we think the real fault on this head lies in the want of more subdivisions. It seems to some of our body, who have had the best opportunities of observing, that the junior clerks are often not fully employed at times when the seniors are much overworked.

At the Bank of England the alphabet is so subdivided that in times of pressure there is only one letter for each clerk to attend to.

If the calculations for sale and purchase of stock should be thrown upon this department, as we suggest they should be, more assistance will probably be required, and it seems to us that under any system of subdivision, times of pressure will be likely to arise, when the ordinary staff will scarcely be equal to affording the facilities which the public have a right to expect.

We think some powers should be given for the employment of accountants and their clerks for the purpose of giving temporary assistance at such times. They need not be employed on the regular books, but for the purpose of calculations, and work of that kind, they might surely be made very useful.

We also suggest that investigation should be made to ascertain whether it is not practicable and safe to purchase in very many instances the stock in which suitors have life interests, in the joint names of the life tenants and of the Accountant-General, and thereby throw the burden of receiving the dividends thereon on such tenants for life, instead of, as at present, engrossing so much of the time of the Accountant-General and his clerks, and multiplying and encumbering his books to the present enormous extent, for no apparently useful purpose; or whether arrangements might not be made for the Bank to recognize and pay dividends under orders to tenants for life direct, even in cases in which the stock is allowed to remain in the sole name of the Accountant-General; the Bank of England, under either system, to notify the fact to the Accountant-General, if two, or say three, consecutive dividends should at any time remain unapplied for.

Either of these measures would relieve the Accountant-General's department of such a mass of work as would possibly render even the present staff fully adequate to the efficient performance of all the other duties of the department, without the necessity or expense of calling in further assistance.

5. *Whether any inconvenience is caused from the circumstance that a voucher for the payment in of money is not obtainable immediately after the money is paid in.*

There is this inconvenience that clients in the country, who have forwarded money to their solicitors to pay into court, are often surprised and uneasy that, instead of receiving an officia acknowledgment by return of post they have to wait about a fortnight for the voucher.

We do not see any necessity for the present practice of compelling the solicitor to file the Bank of England receipt with

the Accountant-General, who appears to obtain advice of the payment direct from the Bank; but if that practice is to be continued, we would suggest that the Bank should give to the solicitor either a duplicate of such receipt, or a simple accountable receipt on behalf of the Accountant-General, similar to that given by a private banker on receipt of money to his customer's account, which receipt could be sent to the client.

III. *Proceedings of the suitor after leaving the Accountant-General's department.*

1. *As regards the counter-signature of the Registrar.*

We believe the counter-signature to be inadequate to prevent fraud, and next to useless. If it be said that the necessity of obtaining another signature after the draft is issued, is a difficulty in the way of fraud, one answer would be that a third or fourth signature would be a further check, and so checks might be multiplied *ad infinitum*. But the truth is that this signature is not by any means an effectual check. The Registrar merely signs the draft presented to him, no matter by whom, and never even looks at the order unless in the cases of drafts for "principal" money, or *first* payment of dividends, and all he can possibly do then is to see that the amount of the draft agrees with that of the order, and that it has not been previously paid. If one of the many signed cheques, now kept in the Accountant-General's clerks' drawers, were improperly abstracted and presented to the Registrar, he would sign and pass it as a matter of course if for interest, and, if for principal, on mere production of the order, which the stealer of the cheque would find in all probability on the Accountant-General's clerk's desk, or in the pigeon hole by its side.

Before the "Clerks of Accounts" office was abolished, all drafts issued by the Accountant-General went to that office to be checked and entered, and for "*intratur*" to be written thereon.

On the faith of that "*intratur*," the Registrar counter-signed, in fact he certified the entry of the draft on the account side of the old "Report Office," and when that entry was done away with in 1852, it is difficult to see on what ground the certifying signature was retained.

It is almost needless to point out that anything professing to be a check on fraud, which is in reality no such thing, is likely to be mischievous. The supposed check is depended on, and the watchfulness, which a sense of undivided responsibility always produces, is thereby weakened or destroyed.

The Accountant-General's Office ought to be so constituted as to render any check upon it unnecessary; but if it should be considered expedient still to have one, a more complete and effectual one than that of the Registrar's counter-signature, under the present imperfect practice respecting it, ought to be adopted.

2. *As regards the distance the suitor has to go for his money.*

This would be obviated by establishing a branch of the Bank of England in Chancery-lane, as recommended at the commencement of these observations, and we cannot insist too strongly on the necessity of such a change, and on the suitor's right to such an accommodation.

IV. *As to dealings between the Accountant-General and the Bank of England.*

1. *As regards the present method of buying and selling stock.*

No reason has been discovered for doubting the perfect fairness with which the sales and purchases are conducted. Still we are not aware of any existing security to prevent undue advantage being taken of the fluctuation of the price of stock during the day, or of the power of influencing the market. And it is important that the minds of the suitors and public should be relieved from all feeling of uneasiness or suspicion on such an important point. It should be shown that unfairness is impossible.

The following plan will, we think, be found free from all the objections which have been raised to the other modes which have been suggested for getting rid of this anomaly, viz:—

That the office of broker to the Court of Chancery should be abolished, and that, instead of buying and selling the balance of stock required on each particular day, the necessary amounts should be provided by carrying over a proper sum, ascertained on the daily average price of stock, from the stock amounting to nearly three millions, which has been purchased on account of the fund, which is termed "Fund A.," in the report of the Concentration of Courts Commission.

It is needless to do more here than indicate the method we suggest, which is simply in principle that of a "jobbing account," to and from which sales and purchases would have to be debited and credited to meet the demands of the separate accounts of the suitors.

There is a steady increase of the stock in court year by year, and to meet this increase (which of course represents a surplus of purchases over sales), stock would have to be bought for the "jobbing accounts," at periods and in sums which could readily be arranged.

We observe that Mr. Parkinson makes out that the double one-eighth is not really paid. If so, we do not see that the individual suitor has any right to this saving, and if the Court were its own jobber it would get the profit.

The jobbers under the present system must make their usual profit, and we do not see why the Court should not make it instead. If suitors must be taxed towards the maintenance of the Court, this tax (if it can be so called) is surely a most unobjectionable way of getting the money.

There cannot, we conceive, be any difficulty in calculating each purchase and sale at the average price of the day when the sale is bespoken, or of the day before the calculation for it is made, and debiting or crediting the separate account of the suitor and the "jobbing account" of the Court accordingly.

Strictly speaking, it seems to us that the day when the order is made for sale or investment is the day when the price of the stock should be ascertained. At any rate, there can be no reason why the actual day when the broker happens to sell or buy should be the one to regulate the price.

2. *As regards the necessity for keeping a duplicate set of accounts at the Bank.*

This is, or ought to be, unnecessary. It is not an effectual check against fraud, and is a great impediment and annoyance to the suitors. [See our first suggestions and the "General Remarks" immediately below.]

General Remarks.

There is one other question which strikes us as of considerable importance, and deserving of very careful consideration. It is as to the office of the Accountant-General himself.

When the department was first constituted in 1725, and down to 1764, it appears to have contained only two clerks.

With a business of the contracted character existing at that time, and for many subsequent years, the natural and wise thing, no doubt, was to have one head. It was quite possible for one person to supervise thoroughly the whole work of the department. But with a business of the present magnitude, it is plainly out of all question for any gentleman, be his diligence and business aptitude what they may, to exercise anything like an effective control or supervision of the work. It is nearly as much as he can do to sign his name to the vast number of drafts and other documents which under the present system require his signature, and he must trust almost entirely to his clerks for the accuracy of the documents put before him for that purpose.

This has been the case for very many years, and the fact that only one case of fraud, or even of serious error has occurred, is a proof of the care and trustworthiness of these officers.

Drafts in great numbers, and amounting in the aggregate to enormous sums, are kept by these gentlemen in their drawers, with the signature of the Accountant-General already affixed, and there is nothing to prevent the abstracting by any of the clerks (and not much by the public) of such drafts, and obtaining payment of them by endorsing the names of the parties to whom they are payable. The Bank has no means of knowing the signatures of the payees, and, as a proof of the inadequacy of the system to stop such a fraud, the only case of the kind that did occur, took place when the old "Clerks of the Accounts Office" was in existence, and their "*intratur*" was required to the draft, as well as the registrar's countersignature. In spite of the supposed obstacles, including the check of the bank duplicate books, the money was got for the draft.

In cases where drafts are handed out to third persons under powers of attorney, the clerk who gives out the draft, by putting the attorney's name with his own initials on the back of it, is enabled to authorize the Bank to cash the draft on the indorsement of the attorney instead of the original payee, so that in all such cases (which are very numerous, and involve immense sums of money) the mere initials of the clerk entirely change the destination of the draft, and supersede the signature of the Accountant-General himself.

The clerks also look to the correctness of the evidence that the party to receive is alive, and also to a proper identification of the recipients, where they receive in person, and of the "attorneys," where they do not.

We think this proves clearly that the real responsibility of seeing that the draft is given to the right person rests with the clerk issuing it, and we think also that such clerk is the right person to sign the draft, and that he should sign at the time of issuing it, but not before. The effect would be, that a lost or stolen draft could not be cashed without the signature of the clerk being forged, a signature, be it observed, which the Bank would know, as bankers know that of a customer.

This, in fact, is the system adopted at the Dividend Office at the Bank of England; the warrant (or draft) there is signed by the party receiving, and attested by the clerk of the Bank, who issues the warrant, and on such attestation the Pay Office cashes the warrant.

The result of these remarks is, that it appears to us the personal office of the Accountant-General might be abolished with advantage to the suitors, and that such abolition would expedite the business of the department.

Such an arrangement would tend also much to facilitate and secure the keeping open the office for a sufficient period of the long vacation.

We would also suggest that the principle laid down by the Post Office Savings Bank Act of this session should be adopted, and a deposit account instituted, where money likely to remain under the control of the Court for too short a period to make a request by the suitor for an investment in stock prudent, might at his option be deposited. On such deposits a low rate of interest (say £2 per cent.) might be allowed, and the principal would be preserved to the suitors at its full amount, free from the effects of any fluctuation in the value of stock.

We have only to add that it should be made the duty of some competent and efficient officer to compare periodically and check the bank pass or account book with the books of the Accountant-General's department, and to take care that too much money is not allowed to lie uninvested and unproductive in the hands of the Bank, but that interest for the benefit of the suitors is duly made of all surplus monies that can be spared for investment.

Signed on behalf of the Equity Sub-Committee of the Association.

J. S. Torr, Chairman,
Philip Rickman, Secretary.

Public Companies.

REPORTS AND MEETINGS.

Bristol and Exeter Railway.

At the half-yearly meeting of this company, held on the 29th inst., a dividend at the rate of 4½ per cent. per annum was declared for the past half-year.

Charing Cross Bridge.

At the half-yearly meeting of this company, held on the 21st instant, a dividend of 10*s.* per share on the original shares, free of income-tax, was declared for the past half-year.

Eastern Counties Railway.

At the half-yearly meeting of this company, held on the 29th inst., a dividend of 16*s.* 3*d.* per cent., being at the rate of £1 12*s.* 6*d.* per cent. per annum, was declared for the past half-year.

Leominster and Kington Railway.

At the half-yearly meeting of this company, held on the 27th instant, a dividend at the rate of 4½ per cent. per annum was declared for the past half-year, payable on the 16th September.

Llynvi Valley Railway.

At the half-yearly meeting of this company, held on the 22nd inst, a dividend of 5 per cent. on the preference, and of 4 per cent. on the ordinary capital, was declared for the past half-year.

London and North-Western Railway.

At the half-yearly meeting of this company, held on the 23rd instant, a dividend at the rate of 3¾ per cent. per annum was declared for the past half-year.

Maryport and Carlisle Railway.

At the half-yearly meeting of this company, held on the 21st inst., the following dividends for the past half-year (less income tax) were declared:—viz., £1 13*s.* on each original £50 share, 8*s.* 9*d.* on each original £12 10*s.* share, 8*s.* 9*d.* on each preference 4 per cent. share, 8*s.* 9*d.* on each preference 4½ per cent. share, and 6*s.* 3*d.* on each preference 5 per cent. share, payable on the 2nd September.

Nottingham and Grantham Railway.

At the half-yearly meeting of this company, held on the 22nd instant, a resolution was carried confirming an agreement for leasing this railway and the canals belonging to the company to the Great Northern Railway for 999 years, at the clear annual rent of £4 2*s.* 6*d.* per cent. per annum on the share capital of the company.

Southampton Dock.

At the half-yearly meeting of this company, held on the 21st instant, a dividend of £1 10*s.* per cent. for the past half-year was declared.

South Devon Railway.

At the half-yearly meeting of this company, held on the 27th instant, a dividend at the rate of £1 7*s.* 6*d.* per cent. per annum was declared on the consolidated stock of the company.

South Eastern Railway.

At the half-yearly meeting of this company, held on the 29th inst., a dividend of 12*s.* 6*d.* per £80 share, being at the rate of £4 3*s.* 4*d.* per cent. per annum, was declared for the past half-year, payable on the 5th of September.

South Wales Railway.

At the half-yearly meeting of this company, held on the 23rd instant, the usual dividend on the preference stock, and a dividend of £2 15*s.* per cent. per annum on the ordinary stock was declared for the past half-year.

Vale of Neath Railway.

At the half-yearly meeting of this company, held on the 27th instant, a dividend at the rate of 3½ per cent., per annum was declared for the past half-year.

Whitehaven, Cleator, and Egremont Railway.

At the half-yearly meeting of this company, held on the 22nd instant, a dividend at the rate of £10 per cent. per annum was declared for the past half-year.

Births and Marriages.

BIRTHS.

Beaumont—On Aug. 27, at Great Coggeshall, Essex, the wife of Joseph Beaumont, Esq., Solicitor, of a son.

Clarkson—On Aug. 24, at Woodridings, Pinner, the wife of Eugene C. Clarkson, Esq., Barrister-at-Law, of a son.

Gardiner—On Aug. 13, at Woodridings, Pinner, the wife of John Gardiner, Esq., Barrister-at-Law, of twins, son and daughter, stillborn.

Strong—On Aug. 27, at 17, Hanley-road, the wife of Chas. E. Strong, Esq., of a daughter.

MARRIAGES.

Courtney—Voules—On Aug. 27, Edward Moulas Courtney, to Isabella Elizabeth, daughter of the late William J. Voules, Esq., Barrister-at-Law, of Lincoln's-inn.

Grigg—Mills—On Aug. 28, J. N. Grigg, Esq., Barrister-at-Law, to Charlotte Katherine, daughter of E. B. Mills, Esq., Bombay Civil Service, of Weston Lodge, Mannamead, near Plymouth.

Morris—Knox—On Aug. 27, Frederick Philipse Morris, of Lincoln's-inn, Esq., Barrister-at-law, to Mary, daughter of the late Rev. Thomas Knox, of Tunbridge, Kent, D.D.

Musson—Robinson—On Aug. 28, William Edward Musson, Esq., of Clitheroe, to Susanna Catherine, daughter of Dixon Robinson, Esq., of Clitheroe Castle.

Orme—Barlow—On Aug. 22, Frederick Orme, Esq., Solicitor, late of Madras, in the East Indies, to Elizabeth, daughter of the late George Barlow, Esq., of Salford.

Sullivan—Bell—On Aug. 17, at Gibraltar, Francis William Sullivan, Esq., Commander of H.M.S. Greyhound, to Agnes, daughter of the Hon. Mr. Sydney Bell, one of her Majesty's Judges at the Cape of Good Hope.

Vaizey—Reynolds—On Aug. 28, John Savill Vaizey, of the Middle Temple, Barrister-at-Law, to Harriette, daughter of the Rev. John Reynolds, formerly of Halstead.

Ware—Hallett—On Aug. 22, Charles Tayler, son of Martin Ware, Esq., of Russell-square, and Tilford, Surrey, to Zillah, daughter of T. P. L. Hallett, Esq., of Lincoln's-inn.

Wilde—Money—On Aug. 27, Rev. Richard Wilde, son of S. F. T. Wilde, Esq., of Monken Hadley, Barrister-at-Law, to Charlotte Eugenia, daughter of the Rev. J. D. Money, Rector of Sternfield, Suffolk.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Party claiming the same, unless other Claimants appear within Three Months:—

BURNETT, JOHN TASSETT, Esq., May-place, Crayford, Kent, and WILLIAM SHELTON BURNETT, Esq., of the city of Lisbon, £804 3s. 9d. Consols.—Claimed by FRANCIS FREDERICK SHORE and CHARLES ALEXANDER MUNRO, surviving executors of William Shelton Burnett, who was the survivor.

ROSS, MARY ANN, Spinster, East-street, Marylebone, £65, annuity for a term of years ending 10th October, 1859, and also £14 19s. 6d. Consolidated Long Annuity, expired 5th January, 1860, standing in the name of MARY ANN ROSS, Spinster, Southampton-buildings, Chancery-lane.—Claimed by GEORGE LIBBIS, the sole executor of the said Mary Ann Ross, Spinster.

London Gazettes.

Professional Partnerships Dissolved.

TUESDAY, Aug. 27, 1861.

HOOKER, EDWARD, & ROBERT STANNARD FOREMAN, Attorneys & Solicitors, Sheerness, Kent (Hooker & Foreman); by mutual consent. Aug. 20.

Winding-up of Joint Stock Companies.

UNLIMITED IN CHANCERY.

TUESDAY, Aug. 27, 1861.

MEAKIN'S JOINT STOCK BREWERY COMPANY.—The Master of the Rolls has appointed William Turquand, 16, Tokenhouse-yard, London, Accountant, official manager of this company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Aug. 27, 1861.

CASSON, ROBERT, Esq., formerly of Waterloo, Hants, but late of Field Assarts, Asthal, Oxfordshire. Smith, Alliston, & Smith, Solicitors, 4, Warnford-court, Throgmorton-street, London. Oct. 1.

COTTON, WILLIAM, Esq., formerly of Bryanstone-square, Middlesex, and Lewes, Sussex. Lindsay & Mason, Solicitors, 84, Basinghall-street, City. Oct. 10.

FOX, ISABELLA, Widow, Heath House, Bridlington, Somersetshire. Mead & Daubeny, Solicitors, King's Bench-walk, Temple. Oct. 1.

MEYER, SAMUEL, Merchant, Manchester, and Withington-cottage, Withington. Sale, Worthington, Shipman, & Seddon, Solicitors, 29, Booth-street, Manchester. Nov. 1.

REED, JANE, Widow, Teignmouth, Devonshire. Mackenzie, Solicitor, 3, Johnson's-buildings, Temple, London. Dec. 2.

RICHARDSON, GEORGE, Gent., Bridge House, Buckland, Surrey. Cutler & Weall, Solicitors, 5, Bell-yard, Doctors' Commons. Oct. 10.

SMYTH, Rev. BENJAMIN STAPLES TRAPAUD, West Pinchbeck, near Spalding, Lincolnshire. Lacy & Bridges, Solicitors, 19, King's Arms-yard. Oct. 1.

STEKIKER, MARTHA, Spinster, Dover, Kent. Watson, Solicitor, 14, Snargate-street, Dover. Oct. 9.

FRIDAY, Aug. 30, 1861.

ALCOCK, ANN, Widow, Atherstone, Warwickshire. Dewes & Norton, Solicitors, Nuneaton. Sept. 7.

BEDBOROUGH, HENRY, Esquire, Nelson, New Zealand. Darvill, Son, & Poulton, Solicitors, Windsor, Berks. Sept. 30.

COSGREAVE, MARIA, Widow, 34, Norfolk-street, Strand, Middlesex. Ford, Solicitor, 43, Lincoln's-inn-fields. Oct. 1.

DIXON, MATTHEW, Silver Plater, formerly of Edgbaston and Snow Hill, Birmingham, and late of Hunter's-lane, Handsworth, Stafford. Walford, Solicitor, 38, Bennet's-hill, Birmingham. Oct. 12.

GILBERT, WILLIAM, Gent., Finchley, Middlesex. Donne, Solicitor, 1, Princes-street, Spitalfields. Oct. 14.

GRIFFITHS, THOMAS, General Fancy Dealer, Brompton terrace, Brompton, Middlesex. Kemp, Solicitor, 4, Henrietta-street, Covent-garden, Middlesex. March 1.

GUTTERIDGE, RICHARD, Gent., Dunstable, Bedfordshire. Willis, Solicitor, Leighton Bussard, Bedfordshire. Nov. 1.

HATCH, WILLIAM, Farmer, Low Farm, Hanworth, Middlesex. Executors, W. Hatch, Manor Farm, Ham, Surrey; and N. B. Myles, 1, Hope-cottages, Twickenham-green, Middlesex. Nov. 1.

HEMSLEY, CHARLES, Clifton, Bristol. *Sols.* Warry, Robins, & Burges, 70, Lincoln's-inn-fields, Middlesex. Oct. 1.

PAUTON, JOHN, Farmer, Bentley Farm, near Ansley, Warwickshire. *Sols.* Dewes & Norton, Nuneaton, Warwickshire. Sept. 28.

POULTNEY, JOHN, Labourer, Camberwell, Surrey. Dewes & Norton, Solicitors, Nuneaton, Warwickshire. Sept. 7.

ROUTLEDGE, ROBERT, Gent., 7, Wellington-terrace, Rochdale-road, Manchester. Storer, Solicitor, 89, Fountain-street, Manchester. Oct. 14.

SCOTT, FRANCIS EDWARD, Wine Merchant, 22, St. Swithin's-lane, London. J. & T. Gole, Solicitors, 49, Lime-street, Leadenhall-street, London. Oct. 31.

SHACKELL, MARY ANN, Widow, formerly of 7, Gloucester-villas, Warwick-road, Maida-hill, Middlesex, but late 2, Randolph-road, Maida-hill. *Sols.* Evans & Phillips, 72, Coleman-street, City, E.C. Oct. 1.

SLANEY, THOMAS, Attorney & Solicitor, Birmingham. *Sols.* Slaney & Co., 2, Newhall-street, Birmingham. Sept. 29.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Aug. 27, 1861.

ARCHER, WILLIAM, Cabinet Maker, Birkenhead. Raine *v.* Archer, V. C. Kindersley. Nov. 8.

FRIDAY, Aug. 30, 1861.

JOBSON, ANN, St. Mary, Islington, Middlesex. Ellmers *v.* Barnett, V. C. Stuart. Nov. 12.

WILLIAMS, THOMAS, Jun., Joiner, Llanbadarnfawr, Cardiganshire. Williams *v.* Williams, V. C. Stuart. Oct. 30.

Assignments for Benefit of Creditors

TUESDAY, Aug. 27, 1861.

BALL, THOMAS, Grocer, Chester. *Sol.* Evans, Liverpool. Aug. 8.

BARGH, WILLIAM HENRY, Joiner & Wheelwright, Newbold, Chesterfield *Sol.* Cutts, Chesterfield. Aug. 13.

CLARK, WILLIAM, Farmer, East Linkholl, Northumberland. Crosby, 3, Church court, Old Jewry, London, Agent for W. & B. Woodman, Solicitors, Morpeth. Aug. 20.

FARBON, WILLIAM, Miller & Farmer, Horncastle, Lincolnshire. *Sol.* Tweed, Horncastle. Aug. 16.

KEY, GEORGE, Grocer & Tea Dealer, Lincoln. *Sols.* Tweed & Hughes, Lincoln. Aug. 21.

DE LIGUORO, FREDERICK WILLIAM, 66, New Bond-street, Middlesex, and JANE his wife (late Jane Soper, Spinster.) *Sol.* Jones, 15, Size-lane, London. Aug. 8.

RAUCH, GUSTAVUS FREDERICK, Warehouseman, 3, Huggin-lane, Wood-street, London. *Sol.* Mardon, Christ Church-chambers, 99, Newgate-street, London. July 29.

ROBERTS, ISHMAEL, Farmer, Saith Taron, Llanarmon Yn Yale, Denbighshire. *Sol.* Hughes, Wrexham. Aug. 5.

SCRAGGS, JAMES, Draper, High-street, Watford, Hertfordshire. *Sols.* Lumley & Lumley, 2, Moorgate-street, London. Aug. 7.

SHAW, JOHN COX, Wine & Spirit Merchant, Bruton, Somersetshire. *Sol.* Wood, Bristol. July 29.

THORNTON, HENRY, Farmer, Millington, Chester. *Sol.* Barratt, 24, Princess-street, Manchester. Aug. 24.

FRIDAY, Aug. 30, 1861.

BROUGHALL, GEORGE, Key Stamper, Union-street, Willenhall, Staffordshire. *Sol.* Whitehouse, Wolverhampton. Aug. 17.

DRYDEN, BENJAMIN, Timber Merchant, Blyth, Northumberland. *Sols.* Hodge & Harle, Newcastle-upon-Tyne. Aug. 1.

FIELDING, AARON, Grocer and Corn Dealer, Glossop, Derbyshire. *Sol.* Reddish, 52, Prince's-street, Manchester. Aug. 15.

FLEMING, JAMES, Tea Dealer, Liverpool. *Sol.* Remington, Ulverston, Lancaster. Aug. 24.

NORWOOD, MICHAEL THOMAS, Upholsterer, 48, High-street, Birmingham (M. T. Norwood & Co.) *Sol.* Bridges, Birmingham. Aug. 5.

SCHOFIELD, WILLIAM, JAMES SCHOFIELD, JOSIAH SCHOFIELD, MARK RYDER, & WHITAKER SCHOFIELD, Cotton Manufacturers, Middleton, Lancashire. *Sols.* Bunting & Bingham, Manchester. Aug. 23.

SMITH, CHRISTOPHER WEBB, Dyer, Dudbridge, Gloucester (Christopher Smith & Co.) *Sol.* Heelas, Stroud. Aug. 9.

WALKER, JAMES, Bookseller & Stationer, Leeds. *Sols.* Christic, Danis, & Christie, 4, Albion-place, Leeds. Aug. 22.

BANKRUPTCIES ANNULLED.

TUESDAY, Aug. 27, 1862.

FLEET, SAMUEL, Mercer & Draper, Audiem, Chester. Aug. 22.

GEDDES, THOMAS, Draper, 48, Stafford-street, Liverpool. Aug. 12.

Bankrupts.

TUESDAY, Aug. 20, 1861.

BURGIN, THOMAS, & WILLIAM BURGIN, Upholsterers & Cabinet Makers, 26, Great Winchester-street, London (Burgin Brothers). *Com.* Fane: Sept. 6, at 2; and Oct. 5, at 11.30; Basinghall-street. *Off. Ass.* Whitmore. *Sol.* Hampton, 6, New Boswell-court, Lincoln's-inn. *Pet.* July 19.

CORBETT, THOMAS, Licensed Victualler, Birmingham. *Com.* Sanders: Sept. 6, and Oct. 4, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* East & Parry, 45, Ann-street, Birmingham. *Pet.* Aug. 24.

COUNIHAN, JOSEPH JOHN (not CONNIHAN, as advertised in last Friday's *Gazette*), and MAXIMILIAN LINDT, Merchants, 140, Fenchurch-street. *Com.* Fonblanque: Sept. 4, at 12; and Sept. 27, at 2; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Harrison & Lewis, 6, Old Jewry, London. *Pet.* Aug. 16.

CULLETON, THOMAS, Engraver & Stationer, 25, Cranbourn-street, Leicester-square, Middlesex. *Com.* Fonblanque: Sept. 9, at 11; and Oct. 9, at 1.30; Basinghall-street. *Off. Ass.* Graham. *Sol.* Peckham, 40, Ludgate-street, London. *Pet.* Aug. 26.

HENSON, HENRY HENSON, Contractor & Builder, Watford, Hertfordshire. *Com.* Fonblanque: Sept, 5, at 1.30; and Oct. 30, at 1; Basinghall-street. *Off. Ass.* Graham. *Sols.* Jenkinson & Sweeting, 7, Clement's-lane, London. *Pet.* Aug. 23.

KEIGHTLEY, WILLIAM, Glass Manufacturer, Birmingham. *Com.* Sanders: Sept. 13 and Oct. 4, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Walford, Birmingham. *Pet.* Aug. 12.

KRETZSCHMAR, LUDWIG WOLDEMAR, Manufacturing Jeweller, 9, Duke-street, Bloomsbury, Middlesex. *Com.* Fonblanque: Sept. 11, at 11; and Oct. 9, at 1; Basinghall-street. *Off. Ass.* Stansfeld. *Sol.* Bryan, 33, Bedford-square, London. *Pet.* Aug. 24.

PATTERSON, JOHN, Licensed Victualler, Coombe, Bissett, Wilts. *Com.* Fonblanque: Sept. 11, at 2.30; and Oct. 9, at 12; Basinghall-street. *Off. Ass.* Graham. *Sols.* Gregory & Co., 1, Bedford-row, London. *Pet.* Aug. 23.

TAYLOR, WILLIAM BROWN, Tobacconist & Tea Dealer, Norwich. *Com.* Fonblanque: Sept. 5, at 12; and Oct. 9, at 11; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Lawrance, Plews, & Boyer, 14, Old Jewry-chambers, London. *Pet.* Aug. 26.

WHITTARD, JOSEPH, Draper, Bristol. *Com.* Hill: Sept. 9 and Oct. 8, at 11; Bristol. *Off. Ass.* Miller. *Sol.* Salmon, Bristol. *Pet.* Aug. 20.

WILKES, SAMUEL, Wine Merchant, Cardiff, Glamorganshire. *Com.* Hill: Sept. 6 and Oct. 10, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Clifton & Benson, Bristol; or Pigeon, Bristol. *Pet.* Aug. 21.

FRIDAY, Aug. 30, 1861.

BEARDMORE, HAMLET, Joiner & Builder, Bursiem, Staffordshire. *Com.* Sanders: Sept. 13 and Oct. 4, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Tomkinson, Bursiem; or James & Knight, Birmingham *Pet.* Aug. 28.

ESSEX, JOHN, Watch Manufacturer & Licensed Victualler, Coventry, Warwickshire. *Com.* Sanders: Sept. 9 and Sept. 30, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Minster & Son, Coventry; or Reeve, Birmingham. *Pet.* Aug. 28.

EVERETT, JOHN, Carpenter, late of Rainham, and now of Green-hill Grove, Little Ilford, Essex. *Com.* Fonblanque: Sept. 9 at 1; and Oct. 9, at 12. 30; Basinghall-street. *Off. Ass.* Graham. *Sols.* Young & Plews, 29, Mark-lane, London. *Pet.* Aug. 27.

FELTHAM, MARK, Miller, West Winch, Norfolk. *Com.* Fonblanque: Sept. 12 and Oct. 10, at 11.30; Basinghall-street. *Off. Ass.* Graham. *Sol.* Wilkins, 3, Furnival's-inn, London, and King's Lyn, Norfolk. *Pet.* Aug. 30.

FERRIS, THOMAS, Tailor & Draper, Ashburton, Devonshire. *Com.* Andrews: Sept. 11 and Oct. 9, at 12; Exeter. *Off. Ass.* Hirtzel. *Sols.* Tucker & Son, Ashburton, or Floud, Exeter. *Pet.* Aug. 29.

HARRISON, THOMAS ROBSON, & WILLIAM WATERS, Sunderland, (Harrison & Waters). *Com.* Ellison: Sept. 10 and Oct. 16, at 11.30; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sol.* Dixon, Sunderland. *Pet.* July 23.

HOPKINS, GEORGE HENRY, Auctioneer, Belper. *Com.* Sanders: Sept. 12 and Oct. 3, at 11; Nottingham. *Off. Ass.* Harris. *Sol.* Lees, Nottingham. *Pet.* Aug. 27.

KIRBY, THOMAS, Baker, Flour Dealer, & Brewer, Honiton, Devonshire. *Com.* Andrews: Sept. 11 and Oct. 9, at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* Floud, Exeter. *Pet.* Aug. 24.

LEETE, CHARLES WILLIAM, Furniture Dealer, 16, Pitt-street, Liverpool. *Com.* Perry: Sept. 9, at 12, and Oct. 10, at 11; Liverpool. *Off. Ass.* Turner. *Sol.* Solomon, 22, Finsbury-place, London; or Yates, jun., 22, Fenwick-street, Liverpool. *Pet.* Aug. 16.

OWEN, GEORGE HENRY, Toy Dealer & Ale and Porter Dealer, Bangor, Carnarvonshire. *Com.* Perry: Sept. 13 and 30, at 11; Liverpool. *Off. Ass.* Morgan. *Sols.* Evans, Son, & Sandys, Commerce-court, Lord-street, Liverpool. *Pet.* Oct. 24.

ROBINSON, MATTHEW DIXON, Grocer & Confectioner, Oldbury, Worcestershire. *Com.* Sanders: Sept. 13 and Oct. 4, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Shakespeare, Oldbury, or Smith, Birmingham. *Pet.* Aug. 28.

SANDIFORD, JAMES, Contractor, Accrington, Lancashire. *Com.* Jemmett: Sept. 10 and Oct. 9, at 12; Manchester. *Off. Ass.* Pott. *Sol.* Boteler. Liverpool. *Pet.* Aug. 21.

SHATTOCK, JOHN, Farmer, Hay Dealer, Innkeeper, & Letter out of a Steam Thrashing Machine, Long Ashton, Somersetshire. *Com.* Hill: Sept. 10 and Oct. 8, at 11; Bristol. *Off. Ass.* Acraman. *Sol.* Dix, Bristol. *Pet.* Aug. 23.

SPINK, ELISHA, Eating House Keeper, 14 and 36, High-street, Whitechapel, Middlesex. *Com.* Fonblanque: Sept. 9, at 12; and Oct. 9, at 11.30; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Smith & Son, 6, Barnard's-inn, Holborn, London. *Pet.* Aug. 27.

THICKBROOM, JOSEPH, Bookseller & Publisher, 13, Paternoster-row, London. *Com.* Fonblanque: Sept. 9, at 1.30; and Oct. 9, at 2; Basinghall-street. *Off. Ass.* Graham. *Sols.* Lawrence, Smith, & Fawdon, 12, Bread-street, London. *Pet.* Aug. 19.

THORP, GEORGE, Woollen Cloth Manufacturer, Holmfirth, Yorkshire. *Com.* Ayrton: Sept. 10 and Oct. 4, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Booth, Holmfirth; or Bond & Barwick, Leeds. *Pet.* Aug. 27.

WELLS, BENJAMIN WESTON, Floor Cloth Manufacturer, Avenue-road, Camberwell, Surrey. *Com.* Fane: Sept. 14, at 11; and Oct. 11, at 11.30; Basinghall-street. *Off. Ass.* Cannan. *Sol.* George, 5, Sise-lane. *Pet.* Aug. 28.

WHITE, WILLIAM, Builder, 18, Wolsey-terrace, Kentish-town, Middlesex. *Com.* Fane: Sept. 13, at 3; and Oct. 11, at 11; Basinghall-street. *Off. Ass* Cannan. *Sols.* Roche & Gover, 33, Old Jewry. *Pet.* Aug. 28.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, Aug. 27, 1861.

FERGUSON, JAMES, Draper, Stonehouse, Devonshire. Oct. 7, at 11,30; Plymouth.—GELDEN, HENRY VAN, Merchant, 24, Crutched-friars, London. Sept. 6, at 12; Basinghall-street.—STANDRING, ALEXANDER PETRIE, & CHARLES PETRIE STANDRING, Iron and Brass Founders, Rochdale, Lancashire (A. P. Standring & Brother); separate estate of each. Oct. 8, at 12; Manchester.

FRIDAY, Aug. 30, 1861.

NYREN, JOHN WILLIAM, & ADAM WILSON, Colour Manufacturers, Battersea, Surrey. Oct. 26, at 12; Basinghall-street.—BELL, ALEXANDER DALRYMPLE, & EMIL BRASSERT, Silk Fringe and Trimming Manufacturers, 7, Goldsmith-street, London. Sept. 24, at 12; Basinghall-street. PEREIRA, SILVANO FRANCISCO LUIS, & JOHN GRANT, Wine Merchants, 91, Great Tower-street, London (Pereira & Grant). Sept. 25, at 11; Basinghall-street. Same time, separate estate of S. F. Luis Pereira.—WOOLDRIDGE, JAMES WILLIAM, Tanner, Wickham, Southampton. Sept. 24, at 11; Basinghall-street.—BROCKWELL, JOSIAH, Merchant, Old Broad-street, London. Sept. 23, at 1.30; Basinghall-street.—KEMP, EDWARD, Linen Draper, 7, Beckford-row, Walworth-road, Surrey. Sept. 23, at 2; Basinghall-street.—HILLS, WILLIAM, Grocer, Tea Dealer, and Cheesemonger, 6, Harmer-street, Milton-next-Gravesend, Kent. Sept. 24, at 12; Basinghall-street.—BASSET, DAVID, Corn Merchant, Uxbridge, Middlesex. Sept. 25, at 2; Basinghall-street.—BALDWIN, HENRY, and JOHN BALDWIN, Tailors, 31, Cornhill, and of Tom's Coffee House, Cowper's-court, Cornhill, Tavern Keepers. Sept. 24, at 12; Basinghall-street.—ASTELL, HENRY, Ale and Porter Merchant, Oil and Colourman, and Brush Dealer, Loughborough, Leicestershire. Sept. 26, at 11; Nottingham.—FERGUSON, JOHN STRETTON, Builder, Nottingham. Oct. 3, at 11; Nottingham.—WARBURTON, JOHN SLACK, and WILLIAM STEVENSON, Timber Merchants, Joiners, and Builders, Manchester (Warburton & Stevenson). Oct. 8, at 12; Manchester.—BROWN, HENRY, & BROOK HODGSON, Velvet Manufacturers, Halifax, Yorkshire (Brown & Co.). Sept. 20, at 11; Leeds. Sep. est. H. Brown.—LOAD, JOHN, SIDNEY AQUILA BUTTERWORTH, & HORATIO BUTTERWORTH, Dyers, Shelf, near Halifax, Yorkshire (Lord & Co.). Sept. 20, at 11; Leeds.—ROBINSON, EDWARD, Woollen Manufacturer, Sheepridge, Huddersfield. Sept. 20, at 11; Leeds.—ATACK, SAMUEL, Builder, Leeds. Sept. 20, at 11; Leeds.—EDMESTON, ROBERT, & THOMAS HIGHAM, Stuff Manufacturers, Bailiff Bridge, Birstal, Yorkshire, (Edmeston & Higham). Sept. 20, at 11; Leeds.—PARKER, HUGH, OFFLEY SHORE, JOHN BREWIN, & JOHN RODGERS, Bankers, Sheffield. Sept. 21, at 10; Sheffield.—MARTIN, WILLIAM, ALFRED PHILLIPS YOULE, & WILLIAM RICHARDSON ROEBUCK, Iron Manufacturers, Doncaster. September 21, at 10; Sheffield; same time the separate estate of ALFRED PHILLIPS YOULE.—GREGG, GEORGE, Currier & Leather Seller, Sheffield, and Wath-upon-Dearne, Yorkshire. Sept. 21, at 10; Sheffield.—TURNER, JAMES, Miller & Farmer, Warsop, Nottinghamshire. Sept. 21, at 10; Sheffield.—WORRALL, WILLIAM, Grocer, West Melton, near Wath, Yorkshire. Sept. 21, at 10; Sheffield.—BOOTH, JOHN STOCKS, Piano Forte Dealer & Music Seller, Sheffield. Sept. 21, at 10; Sheffield.—LEMING, SAMUEL, & JAMES HILL, Woollen Manufacturers, Batley Carr, Yorkshire. Sept. 20, at 11; Leeds.—CALVERT, DEAN, Scribbler, Holbeck, Leeds. Sept. 20, at 11; Leeds.—CLAYTON, W., Jos. WILKINSON CLAYTON, CHAS BILLINGTON, Contractors & Builders, Manningham, Bradford (Clayton & Billington). Sept. 20, at 11; Leeds.—LAING, ROBT, Farmer, Agricultural Implement Maker, Dealer in Manures & Cattle Dealer, Forest Farm, Scorton. Sept. 20, at 11; Leeds.—BARTON, BEN. Grocer, Wortley, Leeds, Yorks. Sept. 20, at 11; Leeds.—TEALE, JOHN RICHARD, Cabinet Maker & Upholsterer, Leeds. Sept. 20, at 11; Leeds.—MARTIN, JAMES, Boot & Shoe Maker, Dewsbury, York. Sept. 20, at 11; Leeds.—MARKHAM, RICHARD WOOD, Haberdasher, Bradford. Sept. 20, at 11; Leeds.—HOLDERNESS, JOHN WILLIAM, Timber Merchant, Kingston-upon-Hull. Sept 25, at 12; Kingston-upon-Hull.—SPICER, WILLIAM SANDON, Tobacconist & Brewer, Kingston-upon-Hull. Sept. 25, at 12; Kingston-upon-Hull.—ALLEN, GEORGE, Grocer & Draper, Bardney, Lincolnshire. Sept. 25, at 12; Kingston-upon-Hull.—ATKINSON, JOHN, Seed Crusher, Kingston-upon-Hull. Sept. 25, at 12; Kingston-upon-Hull.—DAVIES, EDWARD CLEMENT, Chemist & Druggist, Wine & Spirit Merchant, & Dealer in Ale and Porter, Gainsborough. Sept. 24, at 12; Kingston-upon-Hull.—DAVIES, EDWARD CLEMENT, & GEORGE COOPER, Chemists & Druggists, Wine & Spirit Merchants, & Dealers in Ale and Porter, Gainsborough (Davies & Cooper). Sept. 25, at 12; Kingston-upon-Hull.

FREEHOLDS—LEICESTERSHIRE AND NOTTINGHAMSHIRE.

TO BE SOLD, pursuant to an Order of the High Court of Chancery, made in a cause "Rogers *v.* Appleby," with the approbation of Vice-Chancellor Sir Richard Torin Kindersley, in Two Lots, by Messrs. WHITE & SON, the persons appointed by the judge for the purpose—Lot 1, at the ANGEL HOTEL, in GRANTHAM, in the county of LINCOLN, on SATURDAY, the 7th day of SEPTEMBER, 1861, at FIVE o'clock in the afternoon precisely; Lot 2, at the WHITE HART HOTEL, in EAST RETFORD, in the county of NOTTINGHAM, on SATURDAY, the 14th day of SEPTEMBER, 1861, at FIVE o'clock in the afternoon precisely—certain FREEHOLD ESTATES, situate at Hose and Long Clawson, in the County of Leicester, and at South Leverton, in the county of Nottingham, late the property of Francis Blagg, of South Leverton, in the county of Nottingham, surgeon, deceased.

Particulars whereof may be had gratis of Messrs. NEWTON & JONES, and Messrs. SHEE, BURNABY, & DENMAN, Solicitors, East Retford, Nottinghamshire; of Messrs. C. & I. ALLEN & SON, Solicitors, 17, Carlisle-street, Soho-square; of Messrs. REECE, WILKINS & BLYTH, 10, St. Swithin-lane, London; at the Hotels above mentioned; and of Messrs. WHITE & SON, Auctioneers, East Retford, Nottinghamshire.

Dated 17th August, 1861. CHAS. PUGH, Chief Clerk.

HANTS, near PETERSFIELD.

MESSRS. BROOKS & BEAL are instructed to SELL, by Private Contract, a desirable FREEHOLD ESTATE; comprising a noble mansion, having three reception rooms, 10 bed rooms, all offices; double coach-house, six and three stall stables, and surrounded by pleasure grounds, garden, shrubberies, and an American garden of rhododendrons; a good kitchen garden walled in, and about 120 acres of prime meadow and other land.

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MESSRS. BROOKS & BEAL have to SELL a FREEHOLD ESTATE; comprising a modern-built residence, of handsome elevation, surrounded by 40 acres of land, laid out in pleasure grounds, kitchen garden, orchard, arable and grass fields; it is adapted for immediate occupation, and within two hours' journey from London. It has coach-houses and stables, and farm buildings; the whole in good order. Purchase £3,500.

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TO BE LET, unfurnished, or the Lease to be Sold, of an excellent RESIDENCE, in thorough repair, very light and airy, not overlooked in front or rear. It contains four good reception rooms and five bed rooms, convenient offices, well-placed closets.

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HANTS.

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WINES for the NOBILITY and GENTRY
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WINES for the CLERICAL, LEGAL, and MEDICAL PROFESSIONS.
WINES for PRIVATE FAMILIES.
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CHAMPAGNE, equal to Moet's, 42s.
SPARKLING BURGUNDY
("The Glorious Bumper") at 48s. per dozen.
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